

GOVERNMENT EXHIBIT A

CONFIDENTIAL OFFERING MEMORANDUM



EarthWater Limited

**PRIVATE PLACEMENT OFFERING
10,000,000 COMMON SHARES**

**Price: US \$0.50 Per Common Share
Maximum Offering:
US \$5,000,000**

This Offering Memorandum constitutes an offering of the securities described herein only to those persons in those jurisdictions to whom they may be lawfully offered for sale, and therein only by persons permitted to sell such securities. This Offering Memorandum is not, and under no circumstances is to be construed as, an advertisement or a public offering of the securities referred to in this document in any jurisdiction. No securities commission or similar authority in any jurisdiction has reviewed or in any way passed upon this Offering Memorandum or the merits of the securities described herein and any representation to the contrary is an offense.

The offering of Common Shares is being made solely by this Offering Memorandum and any decision to purchase Common Shares should be based solely on information contained within this document. No person has been authorized to give any information or to make any representations concerning this offering other than as contained herein.

This Offering Memorandum is for the confidential use of only those persons to whom it is delivered by EarthWater Limited (the "Company") in connection with the offering of the Common Shares. The Company reserves the right to reject all or part of any offer to purchase the Common Shares for any reason or to allocate to any purchaser less than all of the Common Shares for which it has subscribed.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE RESOLD OR OTHERWISE TRANSFERRED UNLESS REGISTERED UNDER THE ACT OR AN AVAILABLE EXEMPTION THEREFROM UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS. THIS MEMORANDUM HAS NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this Offering Memorandum is January 1, 2019

EarthWater Ltd
www.EarthWater.com

SUMMARY

You should read the following summary together with the more detailed information and the financial statements appearing elsewhere in this Offering Memorandum. This Offering Memorandum contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including those set forth under "Risk Factors" and elsewhere in this Offering Memorandum. Unless the context indicates or suggests otherwise, references to "we," "our," "us," or the "Company," refer to EarthWater Limited, a UK Private corporation. References to "\$" refer to monetary amounts expressed in United States dollars.

Our Business

EarthWater Limited was formerly registered as a company in the name of EarthWater PLC under the provisions of the United Kingdom Companies Act 2006 on April 20, 2012 as a privately held company which was later converted into a limited company in its current name of EarthWater Limited on October 21, 2015. It has been registered with the Registrar of Companies for England / Wales and has its registered office in London. The USA office of the company is situated in Addison, Texas.

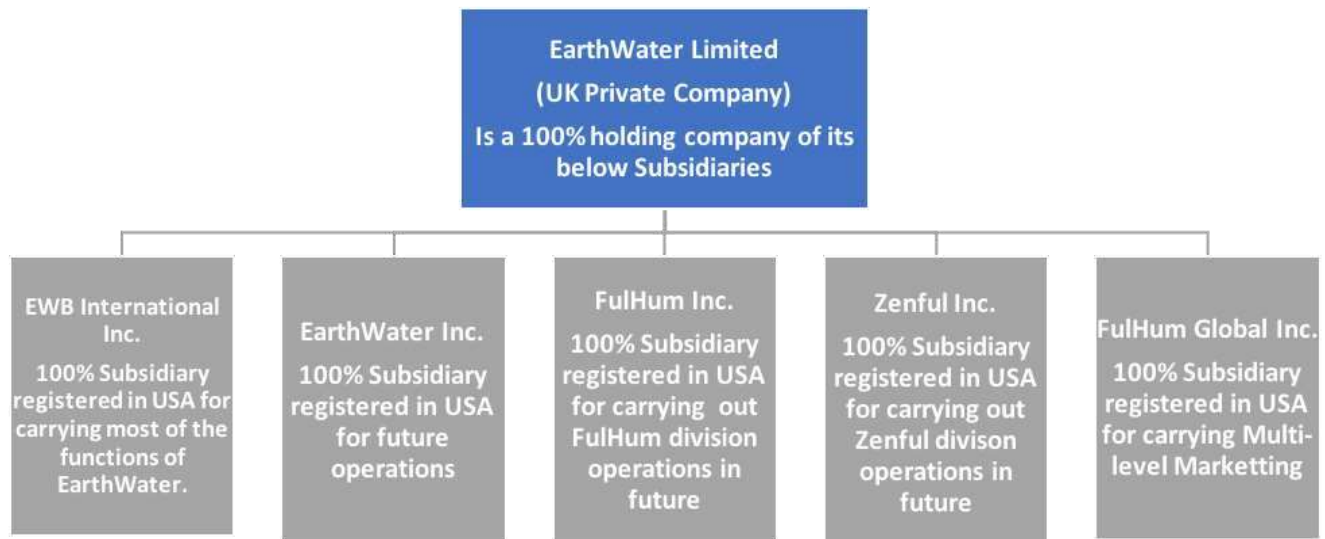
This UK registered company formed different USA 100% wholly owned subsidiaries: EarthWater Inc., FulHum Inc., Zenful Inc., FulHum Global Inc., and EWB International Inc. for ease of management and operations at later dates.

Mission Statement

At EarthWater Limited, our mission is to provide products that infuse valuable micronutrients into your body with poor unique, holistic, natural ingredients supported by "Fulvic and Humic compounds".

Specifically, the Company will offer a designer functional beverage with a proprietary, compelling, and innovative product that management expects to achieve rapid global penetration through a network marketing distribution system to be implemented by the Company. The Company will be dependent upon its team members, who bring years of experience and knowledge associated with numerous highly-successful products and proprietary manufacturing processes.

Corporate Structure of EarthWater Limited



In the fiscal 2019, the Parent Company (EarthWater Limited) intends to enact a (one for one) share exchange of like shares in equal ownership amounts for shares in EarthWater International Inc. (a Canadian Corporation) resulting in shares being held only in a Canadian based entity.

SUMMARY OF THE OFFERING

The following is a summary of the principal terms of this Offering. This summary is qualified in its entirety by reference to the subscription agreement between the investor and the Company (“Subscription Agreement”) and the Articles of Incorporation of the Company dated October 20, 2015, as amended (the “Articles of Incorporation” and together with the Subscription Agreement, the “Subscription Documents”), all of which are available upon request and should be reviewed carefully prior to making an investment decision. If the terms described in this summary or this Memorandum are inconsistent with or contrary to the terms described in the Subscription Documents, the terms of the Subscription Documents will control.

Issuer	EarthWater Limited, a UK registered Private Company
Securities	10,000,000 Common Shares
Purchase Price	US \$0.50 Per Common Share
Aggregate Investment Amount	US \$ 5,000,000 (US Dollars Ten Million)
Placement Fee	10% of the Gross proceeds
Offering Period	From January 1, 2019 to April 30, 2019 with a right on the part of the Company to extend the Closing for a period of up to one-hundred (120) days.
Transferability of Shares	The Offering is pursuant to exemption from registration under applicable federal and state securities laws. The Common Shares offered will not be transferable except pursuant to registration or registration exemptions under applicable federal and state securities act and laws.
Voting Rights	One vote per Common Share
Investor Suitability	Accredited Investors only, as such term is defined in Rule 501 under the U.S. Securities Act of 1933, as amended (the “Securities Act”).
No minimum, deposit of subscription proceeds	The offering does not require a minimum level of subscriptions. The proceeds of subscriptions received and accepted will be immediately deposited in the Company’s non-segregated checking account.
Use of Proceeds	Net Proceeds of US \$ 4,500,000 to be used for new product inventory, support global foreign expansion, product inventories, marketing, working capital and professional fees. See “Use of Proceeds.”
Risks	There are certain material risks associated with an investment in the Offering. Prospective investors should examine those risks closely and consult with their advisors before electing to purchase the Common Shares in this Offering. See “Risk Factors.”

SUMMARY OF FINANCIAL INFORMATION

The following selected financial information is derived from the Company's Financial Statements appearing elsewhere in this Offering Memorandum and should be read in conjunction with the Company's Financial Statements, including the notes thereto, appearing elsewhere in this Offering Memorandum.

Summarized Profit & Loss Account			
	2016 Historic	2017 Historic	2018 Unaudited
Gross Revenue	789	240	1,664
Direct Cost	143	459	1,468
Gross Profit	646	(219)	212
SG&A Costs	1,211	1,420	2,645
Operating Profit	(565)	(1,639)	(2,434)
Depreciation, Interest and Other	62	41	15
Earnings before Taxes	(627)	(1,680)	(2,419)
Income Taxes	-	-	-
Net (loss) / profit	(627)	(1,680)	(2,419)
	2016 Historic	2017 Historic	2018 FYE 12.31
Fixed assets (-) Depreciation	17	37	33
Non-Current Assets	1,500	-	
Current Assets	2,422	609	1639
Total Assets	3,939	646	1,671
Current Liabilities	355	474	669
Non-current liabilities	820	845	1,500
Share Capital	2,764	(674)	(498)
Total Liabilities	3,939	646	1,671

DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS

Except for statements of historical facts, this Offering Memorandum contains forward-looking statements involving risks and uncertainties. The words "anticipate," "believe," "estimate," "expect," "future," "intend," "plan" or the negative of these terms and similar expressions or variations thereof are intended to forward looking statements. Such statements reflect the current view of the Company with respect to future events and are subject to risks, uncertainties, assumptions and other factors (including the risks contained in the section of this Offering Memorandum entitled "Risk Factors") relating to the Company's industry, the Company's operations and results of operations and any businesses that may be acquired by the Company. Should one or more of these risks or uncertainties materialize, or should the underlying assumptions prove incorrect, actual results may differ significantly from those anticipated, believed, estimated, expected, intended or planned.

Although the Company believes that the expectations reflected in the forward-looking statements are reasonable, the Company cannot guarantee future results, levels of activity, performance or achievements. Except as required by applicable law the Company does not intend to update any of the forward-looking statements to conform these statements to actual results. The

following discussion should be read in conjunction with the Company's financial statements and the related notes included in this Offering Memorandum.

Any investment in our securities involves a high degree of risk. Investors should carefully consider the risks described below and all of the information contained in this Offering Memorandum before deciding whether to purchase our Common Shares. Our business, financial condition or results of operations could be materially adversely affected by these risks if any of them actually occur. This Offering Memorandum also contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including the risks we face as described below and elsewhere in this Offering Memorandum.

RISK FACTORS

Risks Related to our Financial Condition

We have incurred significant losses to date and may continue to incur losses.

We have incurred net losses since we commenced operations. For the year ended December 31, 2018, as reported in our unaudited December 31, 2018 financial statements, our net loss was \$2,419,000. We have incurred net losses in each fiscal year since our inception. We had net losses of \$627,000 and \$1,680,000 for the years ended December 31, 2016 and 2017, respectively.

We had an accumulated deficit of \$498,000 as of December 31, 2018. These losses have had, and likely will continue to have, an adverse effect on our working capital, assets, and equity. In order to achieve and sustain such revenue growth in the future, we must significantly expand our market presence and revenues from existing and new customers. We may continue to incur losses in the future and may never generate revenues sufficient to become profitable or to sustain profitability. Continuing losses may impair our ability to raise the additional capital required to continue and expand our operations.

We will need to raise additional capital.

We are currently expanding our relationship with Amazon will require substantial capital to grow our business. Any failure to generate revenues or sustain positive cash flows in sufficient amounts to fund our business operations may result in the need to secure additional financing beyond this offering in order to support our operations. We can provide no assurances that any additional sources of financing will be available to us on favorable terms, if at all. Our forecast of the period of time through which our current financial resources will be adequate to support our operations and the costs to support our general and administrative, selling and marketing and research and development activities are forward-looking statements and involve risks and uncertainties.

We may also need to raise additional capital to expand our business to meet our long-term business objectives. Additional financing, which is not in place at this time, may come from the sale of equity or convertible or other debt securities in a public or private offering, from a credit facility or strategic partnership coupled with an investment in us or a combination of both. We may be unable to raise sufficient additional financing on terms that are acceptable to us, if at all. Our failure to raise additional capital and in sufficient amounts may significantly impact our ability to expand our business.

Risks Related to our Business

Growth of operations will depend on the acceptance of our products and consumer discretionary spending.

The acceptance of our healthy functional beverage products by our customers is critically important to our success. Shifts in user preferences away from our products, our inability to develop effective healthy beverage products that appeal to consumers, or changes in our products that eliminate items popular with some consumers could harm our business. Also, our success depends to a significant extent on discretionary user spending, which is influenced by general economic conditions and the availability of discretionary income. Accordingly, we may experience an inability to generate revenue during economic downturns or during periods of uncertainty, where users may decide to purchase beverage products that are cheaper or to forego purchasing any type of healthy beverage products, due to a lack of

available capital. Any material decline in the amount of discretionary spending could have a material adverse effect on our sales, results of operations, business and financial condition.

We cannot be certain that the products that we offer will become, or continue to be, appealing and as a result there may not be any demand for these products and our sales could decrease, which would result in a loss of revenue. Additionally, there is no guarantee that interest in our products will continue, which could adversely affect our business and revenues.

Demand for products which we sell depends on many factors, including:

- the number of customers we are able to attract and retain over time;
- the competitive environment in the healthy beverage industry, as well as the beverage industry as a whole, may force us to reduce prices below our desired pricing level or increase promotional spending; and
- the ability to anticipate changes in user preferences and to meet customers' needs in a cost-effective manner;

All of these factors could result in immediate and longer-term declines in the demand for the products we plan to offer, which could adversely affect our sales, cash flows and overall financial condition. An investor could lose his or her entire investment as a result.

We have limited management resources and are dependent on key executives.

We are currently relying on key individuals to continue our business and operations and, in particular, the professional expertise and services of Mr. CJ Comu, Chief Executive Officer, Mr. Buddy Barnes, Chief Financial Officer, and Mr. Cash Riley, Jr., President, who are key members of our executive management team and others in key management positions. We plan to appoint additional independent directors, however, until any potential additional directors or officers are appointed, we may not have sufficient managerial resources to successfully manage the increased business activity envisioned by our business strategy. In addition, our future success depends in large part on the continued service of Mr. Comu. If our officers and directors chose not to serve or if they are unable to perform their duties, and we are unable to retain a replacement qualified individual or individuals, this could have an adverse effect on our business operations, financial condition and operating results if we are unable to replace the current officers and directors with other qualified individuals.

Competition that we face is varied and strong.

Our products and industry as a whole are subject to competition. There is no guarantee that we can develop or sustain a market position or expand our business. We anticipate that the intensity of competition in the future will increase.

We compete with a number of entities in providing products to our customers. Such competitor entities include: (1) a variety of large multinational corporations engaged in the beverage and healthy beverage industries, including but not limited to companies that have established loyal customer bases over several decades; (2) healthy beverage companies that have an established customer base, and have the same or a similar business plan as we do and may be looking to expand nationwide; and (3) a variety of other local and national healthy beverage companies with which we either currently or may, in the future, compete.

Many of our current and potential competitors are well established and have longer operating histories, significantly greater financial and operational resources, and greater name and brand recognition than we have. As a result, these competitors may have greater credibility with both existing and potential customers. They also may be able to offer more products and more aggressively promote and sell their products. Our competitors may also be able to support more aggressive pricing than we will be able to, which could adversely affect sales, cause us to decrease our prices to remain competitive, or otherwise reduce the overall gross profit earned on our products.

Our industry requires the attraction and retention of talented employees.

Success in the beverage industry, specifically as it relates to our healthy functional beverage products, does and will continue to require the acquisition and retention of highly talented and experienced individuals. Due to the growth in the market segment targeted, such individuals and the talent and experience they possess is in high demand. There is no guarantee that we will be able to attract and maintain access to such individuals. If we fail to attract, train, motivate and retain talented personnel, our business, financial condition, and operating results may be materially and adversely impacted, which could result in the loss of your entire investment.

We depend on a limited number of suppliers of raw and packaging materials.

We rely upon a limited number of suppliers for raw and packaging materials used to make and package our products. Our success will depend in part upon our ability to successfully secure such materials from suppliers that are delivered with consistency and at a quality that meets our requirements. The price and availability of these materials are subject to market conditions. Increases in the price of our products due to the increase in the cost of raw materials could have a negative effect on our business.

If we are unable to obtain sufficient quantities of raw and packaging materials, delays or reductions in product shipments could occur which would have a material adverse effect on our business, financial condition and results of operations. The supply and price of raw materials used to produce our products can be affected by a number of factors beyond our control, such as frosts, droughts, other weather conditions, economic factors affecting growing decisions, and various plant diseases and pests. If any of the foregoing were to occur, no assurance can be given that such condition would not have a material adverse effect on our business, financial condition and results of operations. In addition, our results of operations are dependent upon our ability to accurately forecast our requirements of raw materials. Any failure by us to accurately forecast its demand for raw materials could result in an inability to meet higher than anticipated demand for products or producing excess inventory, either of which may adversely affect our results of operations.

We depend on Amazon and a small number of retailers for a significant portion of our sales.

Food and beverage retailers in the U.S. and other markets have been consolidating, resulting in large, sophisticated retailers with increased buying power. They are in a better position to resist our price increases and demand lower prices. They also have leverage to require us to provide larger, more tailored promotional and product delivery programs. If we and our bottlers and distributors do not successfully provide appropriate marketing, product, packaging, pricing and service to these retailers, our product availability, sales and margins could suffer. Amazon will make up a significant percentage of our products' retail volume, including volume sold by our bottlers and distributors. Amazon also offers products that compete with some of our brands. The loss of sales of any of our products by Amazon or another major retailer could have a material adverse effect on our business and financial performance.

We depend on third party manufacturers for a portion of our business.

A portion of our sales revenue is dependent on third party manufacturers that we do not control. The majority of these manufacturers' business comes from producing and/or selling either their own products or our competitors' products. As independent companies, these manufacturers make their own business decisions. They may have the right to determine whether, and to what extent, they manufacture our products, our competitors' products and their own products. They may devote more resources to other products or take other actions detrimental to our brands. In most cases, they are able to terminate their manufacturing arrangements with us without cause. We may need to increase support for our brands in their territories and may not be able to pass on price increases to them. Their financial condition could also be adversely affected by conditions beyond our control, and our business could suffer as a result. Deteriorating economic conditions could negatively impact the financial viability of third party manufacturers. Any of these factors could negatively affect our business and financial performance.

Failure of third-party distributors upon which we rely could adversely affect our business.

We rely heavily on third party distributors for the sale of our products to retailers. The loss of a significant distributor could have a material adverse effect on our business, financial condition and results of operations. Our distributors may also provide distribution services to competing brands, as well as larger, national or international brands, and may be to varying degrees influenced by their continued business relationships with other larger beverage, and

specifically, healthy beverage companies. Our independent distributors may be influenced by a large competitor if they rely on that competitor for a significant portion of their sales. There can be no assurance that our distributors will continue to effectively market and distribute our products. The loss of any distributor or the inability to replace a poorly performing distributor in a timely fashion could have a material adverse effect on our business, financial condition and results of operations. Furthermore, no assurance can be given that we will successfully attract new distributors as they increase their presence in their existing markets or expand into new markets.

Substantial disruption to production at our manufacturing and distribution facilities could occur.

A disruption in production at our beverage manufacturing facility could have a material adverse effect on our business. In addition, a disruption could occur at any of our other facilities or those of our suppliers, bottlers or distributors. The disruption could occur for many reasons, including fire, natural disasters, weather, water scarcity, manufacturing problems, disease, strikes, transportation or supply interruption, government regulation, cybersecurity attacks or terrorism. Alternative facilities with sufficient capacity or capabilities may not be available, may cost substantially more or may take a significant time to start production, each of which could negatively affect our business and financial performance.

We are not subject to seasonality related to sales of our products.

Our business is not subject to substantial seasonal fluctuations. Historically, a significant portion of our net sales and net earnings has been realized during the period from May through September. Accordingly, our operating results may vary significantly from quarter to quarter. Our operating results for any particular quarter are not necessarily indicative of any other results. If for any reason our sales were to be substantially below seasonal norms, our annual revenues and earnings could be materially and adversely affected.

We may fail to comply with applicable government laws and regulations.

We are subject to a variety of federal, state and local laws and regulations in the U.S. These laws and regulations apply to many aspects of our business including the manufacture, safety, labeling, transportation, advertising and sale of our products. Violations of these laws or regulations in the manufacture, safety, labeling, transportation and advertising of our products could damage our reputation and/or result in regulatory actions with substantial penalties. In addition, any significant change in such laws or regulations or their interpretation, or the introduction of higher standards or more stringent laws or regulations, could result in increased compliance costs or capital expenditures. For example, changes in recycling and bottle deposit laws or special taxes on our beverages and our ingredients could increase our costs. Regulatory focus on the health, safety and marketing of beverage products is increasing. Certain federal or state regulations or laws affecting the labeling of our products are or could become applicable to our products.

We face various operating hazards that could result in the reduction of our operations.

Our operations are subject to certain hazards and liability risks faced by beverage companies that manufacture and distribute water products, such as defective products, contaminated products and damaged products. The occurrence of such a problem could result in a costly product recall and serious damage to our reputation for product quality, as well as potential lawsuits. Although we maintain insurance against certain risks under various general liability and product liability insurance policies, no assurance can be given that our insurance will be adequate to fully cover any incidents of product contamination or injuries resulting from our operations and our products. We cannot assure you that we will be able to continue to maintain insurance with adequate coverage for liabilities or risks arising from our business operations on acceptable terms. Even if the insurance is adequate, insurance premiums could increase significantly which could result in higher costs to us.

Litigation and publicity concerning product quality, health and other issues could adversely affect our results of operations, business and financial condition.

Our business could be adversely affected by litigation and complaints from customers or government authorities resulting from product defects or product contamination. Adverse publicity about these allegations may negatively

affect us, regardless of whether the allegations are true, by discouraging customers from buying our products. We could also incur significant liabilities, if a lawsuit or claim results in a decision against us, or litigation costs, regardless of the result. Further, any litigation may cause our key employees to expend resources and time normally devoted to the operations of our business.

Risks Related to our Intellectual Property

It is difficult and costly to protect our proprietary rights.

Our commercial success will depend in part on obtaining and maintaining trademark protection and trade secret protection of our products and brands, as well as successfully defending these trademarks against third-party challenges. We will only be able to protect our intellectual property related to our trademarks and brands to the extent that we have rights under valid and enforceable trademarks or trade secrets that cover our products and brands. Changes in either the trademark laws or in interpretations of trademark laws in the U.S. and other countries may diminish the value of our intellectual property. Accordingly, we cannot predict the breadth of claims that may be allowed or enforced in our issued trademarks or in third-party patents. The degree of future protection for our proprietary rights is uncertain because legal means afford only limited protection and may not adequately protect our rights or permit us to gain or keep our competitive advantage.

We may face intellectual property infringement claims that could be time-consuming and costly to defend, and could result in our loss of significant rights and the assessment of treble damages.

From time to time we may face intellectual property infringement, misappropriation, or invalidity/non-infringement claims from third parties. Some of these claims may lead to litigation. The outcome of any such litigation can never be guaranteed, and an adverse outcome could affect us negatively. For example, were a third party to succeed on an infringement claim against us, we may be required to pay substantial damages (including up to treble damages if such infringement were found to be willful). In addition, we could face an injunction, barring us from conducting the allegedly infringing activity. The outcome of the litigation could require us to enter into a license agreement which may not be under acceptable, commercially reasonable, or practical terms or we may be precluded from obtaining a license at all. It is also possible that an adverse finding of infringement against us may require us to dedicate substantial resources and time in developing non-infringing alternatives, which may or may not be possible. In the case of diagnostic tests, we would also need to include non-infringing technologies which would require us to re-validate our tests. Any such re-validation, in addition to being costly and time consuming, may be unsuccessful.

Finally, we may initiate claims to assert or defend our own intellectual property against third parties. Any intellectual property litigation, irrespective of whether we are the plaintiff or the defendant, and regardless of the outcome, is expensive and time-consuming, and could divert our management's attention from our business and negatively affect our operating results or financial condition.

We may be subject to claims by third parties asserting that our employees or we have misappropriated their intellectual property, or claiming ownership of what we regard as our own intellectual property.

Although we try to ensure that we, our employees, and independent contractors do not use the proprietary information or know-how of others in their work for us, we may be subject to claims that we, our employees, or independent contractors have used or disclosed intellectual property in violation of others' rights. These claims may cover a range of matters, such as challenges to our trademarks, as well as claims that our employees or independent contractors are using trade secrets or other proprietary information of any such employee's former employer or independent contractors. As a result, we may be forced to bring claims against third parties, or defend claims they may bring against us, to determine the ownership of what we regard as our intellectual property. If we fail in prosecuting or defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights or personnel. Even if we are successful in prosecuting or defending against such claims, litigation could result in substantial costs and be a distraction to management.

Risks Related to our Common Shares and this Offering

There is no active market for the Company's securities

Currently, no active market exists for the Common Shares and there is no assurance that an active trading market will ever develop or, if developed, that it will be sustained. A purchaser of the Common Shares may, therefore, be unable to resell the purchased securities. Consequently, holders of the Common Shares may not be able to liquidate their investment in the event of an emergency or for any other reason, and the purchased securities may not be readily accepted as collateral for a loan. Therefore, proposed investors are advised that the purchase of the Common Shares should be considered only as a long-term and speculative high-risk investment. Due to the absence of a public market for the purchased securities: (i) investors may not be able to liquidate their investment in the event of an unexpected need for cash; (ii) transferability of the purchased securities is extremely limited; and (iii) in the event of a disposition of the purchased securities, the investor could sustain a loss of all or any part of his investment.

Our directors and officers will continue to exercise significant control over our operations.

In aggregate, our management and board of directors, currently hold 37.63% of the combined voting power of our Common Shares and due to an anti-dilution agreement will hold the same percentage of the voting power of our Common Shares following this offering. Accordingly, our executive officers and directors will continue to have a significant influence in determining the outcome of all corporate transactions, including the election of directors, approval of significant corporate transactions, changes in control of the Company or other matters that could affect your ability to ever resell your Shares. Their interests may differ from the interests of the other stockholders and thus result in corporate decisions that are disadvantageous to other stockholders.

We may issue Preferred Stock with voting and conversion rights that could adversely affect the voting power of the holders of Common Shares.

Although we presently have no intention to do so without stockholder approval, which may be obtained solely through the votes of its management and board of directors, the Board may issue preferred stock with voting and conversion rights that could adversely affect the voting power of the holders of Common Shares. Any such provision may be deemed to have a potential anti-takeover effect, and the issuance of preferred stock in accordance with such provision may delay or prevent a change of control of the Company. The board of directors also may declare a dividend on any outstanding shares of preferred stock. All outstanding shares of preferred stock are fully paid and non-assessable.

We have not, and may never pay dividends to shareholders.

We have not declared or paid any cash dividends or distributions on our capital stock. We currently intend to retain our future earnings, if any, to support operations and to finance expansion and therefore we do not anticipate paying any cash dividends on our Common Shares in the foreseeable future.

The declaration, payment and amount of any future dividends will be made at the discretion of the board of directors, and will depend upon, among other things, the results of our operations, cash flows and financial condition, operating and capital requirements, and other factors as the board of directors considers relevant. There is no assurance that future dividends will be paid, and, if dividends are paid, there is no assurance with respect to the amount of any such dividend. If we do not pay dividends, our Common Shares may be less valuable because a return on an investor's investment will only occur if our stock price appreciates.

If you purchase shares of Common Shares in this offering, you will suffer immediate dilution of your investment.

The offering price of our Common Shares will be substantially higher than the net tangible book value per share of our Common Shares. Therefore, if you purchase shares of our Common Shares in this offering, you will pay a price per share that substantially exceeds our net tangible book value per share after this offering. To the extent additional shares of Common Shares are subsequently issued, you will incur further dilution.

We have broad discretion in the use of the net proceeds from this offering and may not use them effectively.

We cannot specify with certainty all of our potential uses for the estimated \$9,000,000 in net proceeds we will receive from this offering. Our management will have broad discretion in the application of the net proceeds. Accordingly, you will have to rely upon the judgment of our management with respect to the use of the proceeds, with only limited information concerning management's specific intentions. Our management may spend a portion or all of the net proceeds from this offering in ways that our stockholders may not desire or that may not yield a favorable return. The failure by our management to apply these funds effectively could harm our business. Pending its use, we may invest the net proceeds from this offering in a manner that does not produce income or that loses value.

USE OF PROCEEDS

The Company intends to use the proceeds of this offering for the following purposes:

Use of Proceeds	Amount in US\$
Product Manufacturing	2,000,000
Marketing – Branding - Promotion	1,500,000
Working Capital	1,000,000
Investment Banking Services	500,000
Total	5,000,000

DETERMINATION OF OFFERING PRICE

The offering price of the Common Shares has been determined by the Board of Directors without any independent valuation. There is no relationship whatsoever between this price and our assets, results of operations, book value or any other objective criteria of value.

DESCRIPTION OF BUSINESS – MISSION STATEMENT

At EarthWater Limited, is a health and wellness company with a mission to change and improve people's lives with products that infuse valuable micronutrients into your body with poor unique, holistic, natural ingredients supported by "Fulvic and Humic compounds".

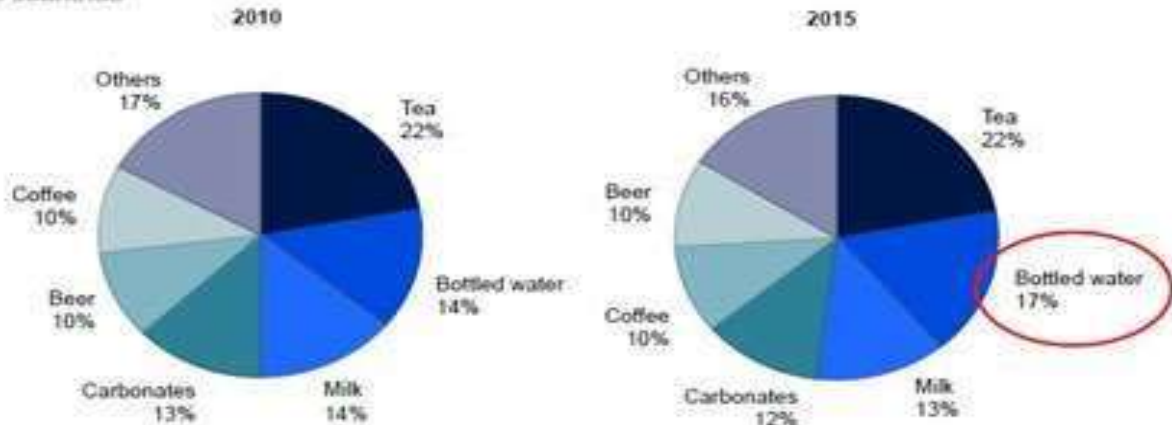
Specifically, the Company offers products and functional beverages with proprietary, compelling, and innovative methods that management expects to achieve rapid global penetration through a network marketing distribution system to be implemented by the Company. The Company will be dependent upon its team members, who bring years of experience and knowledge associated with numerous highly-successful products and proprietary manufacturing processes.

Beverage Market Overview

Innovations in flavored water with reduced or no sugar and functional water with natural ingredients helped the global bottled market register a 7% compound annual growth rate from 2005 to 2015, according to a Zenith International webinar on September 15. Growth should continue at 6% to 7% this year and over the next few years, said Esther Renfrew, marketing intelligence director for Bath-based Zenith International. Opportunity for more growth arises in bottled water, she added.

GLOBAL DRINKS MARKETS 2010-15

72 countries



Source: globaldrinks.com

zenithinternational

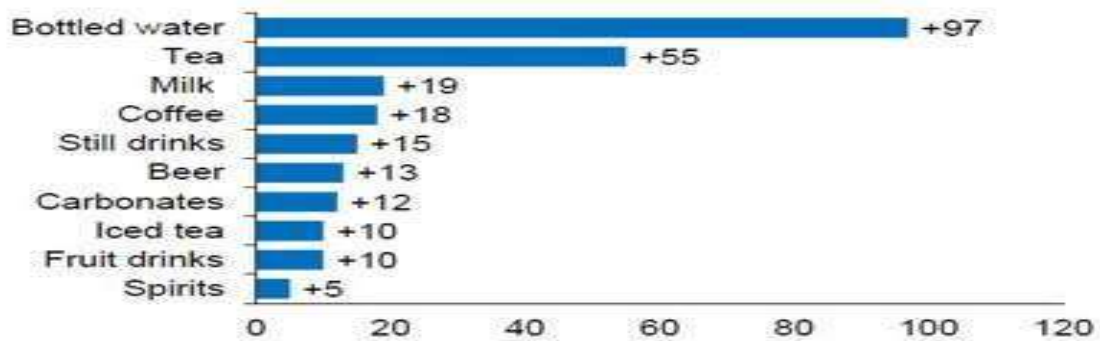
specialist consultants to the food and drink industries worldwide

Global bottled water volume came in at 375 billion liters in 2015, up from 190 billion liters in 2005, according to the Zenith International research covering 72 countries.

Bottled water made up 17% of total beverage volume globally in 2015, which compared to 14% in 2010. Only tea, at 22% in both 2010 and 2015, led bottled water in 2015. Bottled water globally grew by 97 billion liters in total from 2010 to 2015. Tea, growing by 55 billion liters, was second in volume growth among all beverages. “Water is outpacing, in terms of value, any of the other categories by a significant amount,” Ms. Renfrew said.

GLOBAL DRINKS GROWTH MARKETS 2010-15

72 countries, extra 1,000 million liters over 5 years



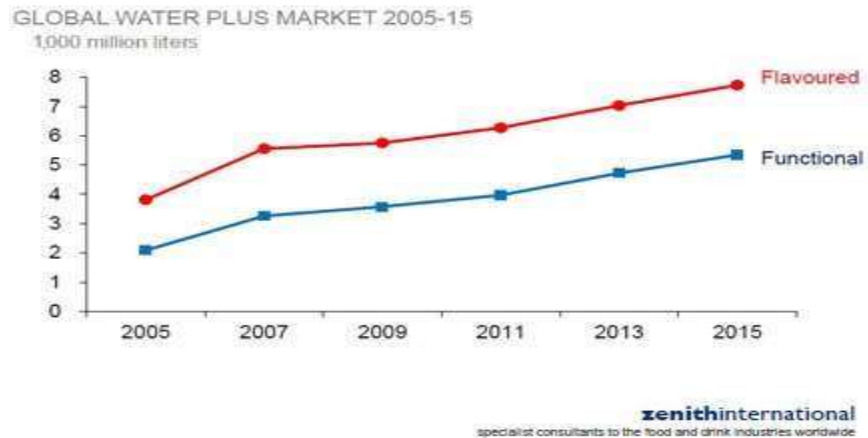
Source: globaldrinks.com

zenithinternational

specialist consultants to the food and drink industries worldwide

The category is taking share from other beverage categories, particularly carbonated soft drinks, which fell to 12% of total beverage volume globally in 2015 from 13% in 2010. Within the bottled water category, global sales of flavored water rose 4% in 2015 to reach 7.5 billion liters. Zenith International expects the category to reach 9.5 billion liters by 2020. Sugar-free flavored water has sparked volume growth, Ms. Renfrew said.

Other key themes in flavored water include plain water brand extensions, natural and organic, premium positioning, fruit flavors, herbs or flowers, transition products, child-oriented products, and packaging innovation, according to Zenith International. The functional bottled water market was not doing well in 2008 and 2009, but it has rebounded, Ms. Renfrew said. Volume grew 12% in 2015 to reach 5.5 billion liters.



The carbonated beverage industry is experiencing some major changes heading into 2017. Sugary sodas are under fire and juice sales are slipping. Many of the brightest points are new brands and beverages that no one had heard of a few years ago. Bottled water, functional drinks and flavored non-sugary beverage are to watch out for in the industry in 2017 and beyond, according to some of the biggest executives and experts in the business. Even the CEO of soft-drink giant PepsiCo, Indra Nooyi, admits that focusing solely on carbonated soft drinks is “a thing of the past”.

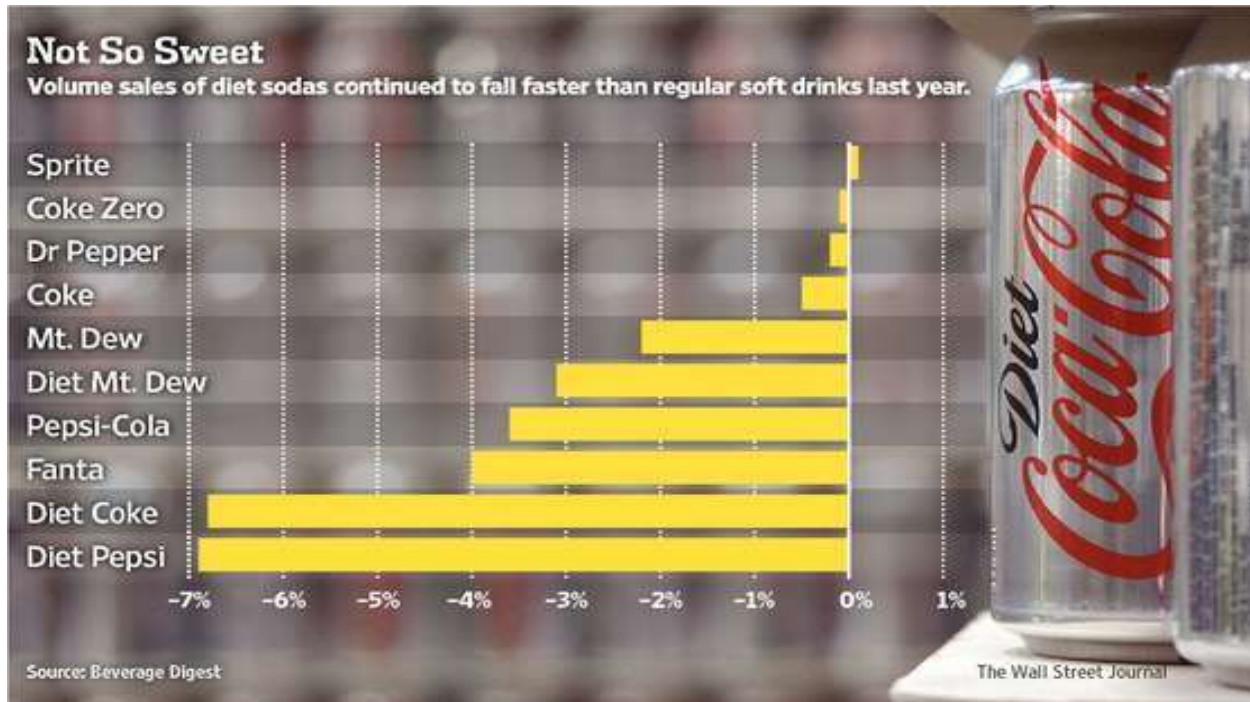
On the other hand, the players in bottled water industry operate in a cut-throat price based competition and simply ignore or rather destroy the real minerals with inexpensive filtration processes the implications of which is indeed frightening for our health which scientifically proven to lead to unstable heart rates, uncontrolled blood pressure, ill maintained insulin sensitivity and poor regulation of over 300 different enzymes. Our human ancestors evolved in a world in which healthy drinking water came directly from streams, rivers, and lakes, rich in mineral content. The human body became reliant on obtaining a considerable proportion of its daily mineral needs from natural water sources. Fast-forward to the twenty-first century, we obtain drinking water from a spigot or a plastic bottle. Pesticides and other chemicals seeping into the water supply have made everyone suspicious of water quality. As a result, municipal water-purification facilities have intensified their efforts to remove contaminants like lead, pesticide residues, and nitrates from drinking water. Unfortunately, these modern water-treatment methods also deplete drinking water of desirable minerals like calcium and magnesium. Regular tap water, which tastes bad, is also devoid of the critical minerals. We might drink the scientifically prescribed 8 glasses a day but sadly we don't drink any minerals.

EarthWater offers a great sustainable alternative to both sugary carbonated beverages as well as the bottled water with no minerals. EarthWater has FULHUM is blackwater, containing Fulvic and Humic compounds containing 77 trace minerals, which you can actually see. FULHUM tastes like what water is supposed to taste and in real sense quenches the thirst in human body, since it's not simply the thirst for water that the body craves for, it's the essential minerals that it really seeks.

On the other hand, EarthWater has introduced Fulvic infused ZENFUL, which is zero calorie, functional beverage, with no additives and preservatives. Zenful not only provides the soda drinking sensation but also injects the essential minerals that our body needs. Zenful which comes in for alternative combination of flavors is the only sustainable alternative to all sugary beverages as well as to all sorts of energy drinks.

Diet Soda Business in Freefall

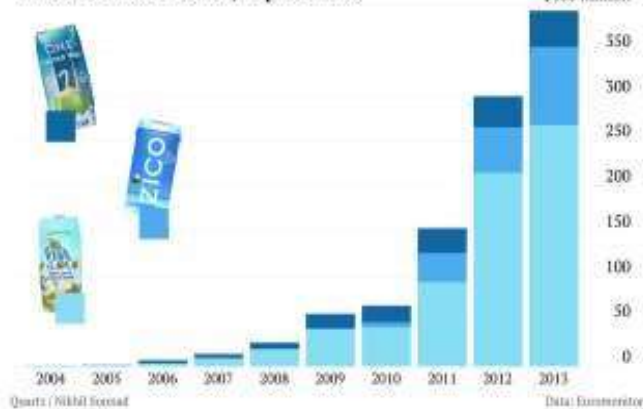
Sales volumes of full-calorie Coke, the top-selling U.S. soda, slipped 0.5% last year but Diet Coke plunged 6.8%, according to Beverage Digest. Coca-Cola Co., whose soda brands also include Sprite and Fanta, increased its market share of U.S. carbonated soft drinks to 42.4% from 42.0% in 2012, according to Beverage Digest. PepsiCo, which also counts Mountain Dew among its brands, slipped to 27.7% from 28.1%. Dr. Pepper Snapple's share inched up to 16.9% from 16.



Consumers desperately seek alternatives

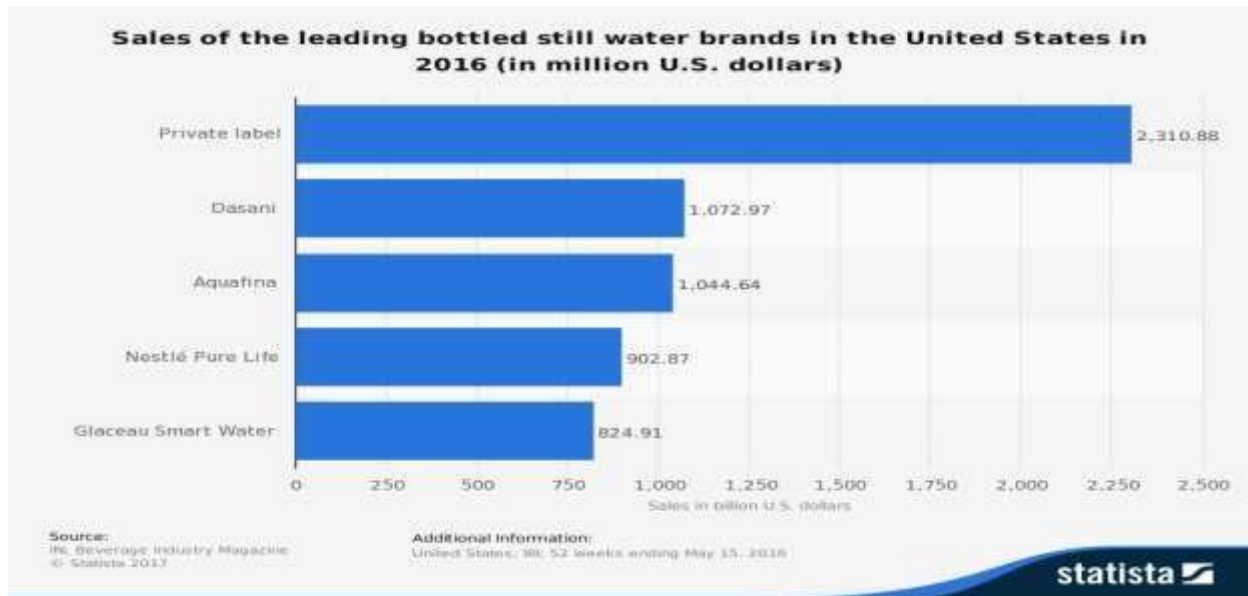
As consumers are rapidly ditching the sugary beverages, they are fascinated with anything that is healthy enough- with no preservatives, no sweetening agents and that is very low in calories. As of the date of this Offering Memorandum, coconut water (sweetened and unsweetened) is the chief beneficiary of this trend. Technavio's market research analyst

Coconut water sales, top brands



projects the global coconut water market to grow at a CAGR of around 25%, in terms of revenue during the forecasting period. The global coconut water market is signified by the presence of a small number of suppliers. Vita-Coco, a leading provider, dominates the market in terms of revenue. The low capital cost involved in setting up the bottling plant for coconut water is anticipated to attract smallscale industries to this market. Top Vendors are, i) PepsiCo ii) Coca-Cola and iii) Vita Coco. The sweetened coconut water segment dominated the market during 2014. However, this research report predicts the unsweetened segment to witness the fastest growth at a rate of 22 % during the forecast period. As consumers prefer natural products with

low sugar content, the unsweetened coconut water market is expected to observe increased sales. The US was the largest consumer in this region as a result of the increased health consciousness among the consumers. New product innovations by vendors such as the flavored coconut water are also expected to drive the market growth in this region during the forecast period.

Top Bottled Water Players**The Company's Advantage- Fulvic and Humic Acids**

Humic substances in soils and sediments can be divided into three main fractions: **Humic acids, Fulvic acids, and Humin**. The Humic and Fulvic acids are extracted as a colloidal sol from soil and other solid phase sources into a strongly basic aqueous solution of sodium hydroxide or potassium hydroxide. Humic acids are precipitated from this solution by adjusting the pH to 1 with hydrochloric acid, leaving the Fulvic acids in solution. This is the operational distinction between Humic and Fulvic acids. Humin is insoluble in dilute alkali. The alcohol-soluble portion of the Humic fraction is, in general, named ulmic acid. So-called "gray Humic acids" (GHA) are soluble in low-ionic strength alkaline media; "brown Humic acids" (BHA) are soluble in alkaline conditions independent of ionic strength; and Fulvic acids (FA) are soluble independent of pH and ionic strength.

Management believes that Fulvic acid is one of the most important new developments in the functional beverage market. It is an acid created in extremely small amounts by the action of millions of beneficial microbes, working on

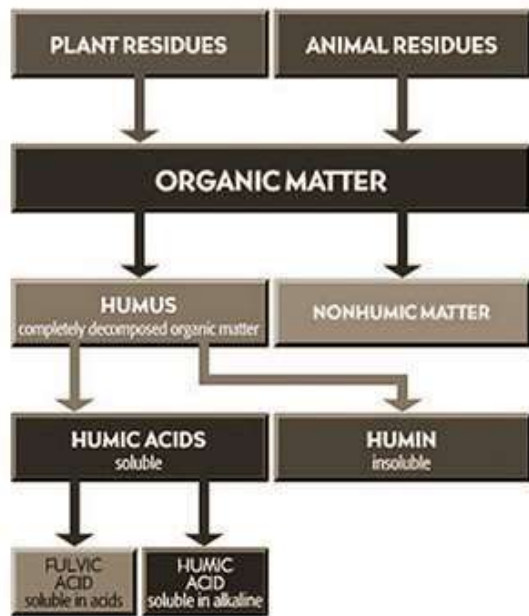


decaying plant matter in a soil environment with adequate oxygen. Fulvic acid is part of the Humic structure in rich composting soil. Fulvic acids contain a vast amount of naturally occurring bio-chemicals, supercharged antioxidants, free radical scavengers, super oxide dismutases ("SOD"), nutrients, enzymes, hormones, amino acids, natural antibiotics, natural antivirals, and natural fungicides. It is of low molecular weight and is biologically very active. Because of its low molecular weight, it has the ability to readily bond minerals and elements into its molecular structure causing them to dissolve and become mobilized Fulvic complexes.

Fulvic acid from Humic (or humate) deposits usually carries 70 or more minerals and trace elements dissolved into its molecular complexes. These are then in ideal natural form to be absorbed and interact with living cells. Plants roots and cells readily absorb high amounts of Fulvic acid, and maintain it in their structure. In fact it has been discovered that these Fulvic acid complexes are absolutely essential for plants to be healthy.

"Fulvic Acid" (not to be confused with Folic Acid) is rapidly being recognized as one of the key elements in many outstanding health and scientific breakthroughs of the 21st century. More and more scientists and doctors throughout the world are discovering Fulvic acid and are recognizing its extraordinary potential. Interest in the medical community has been escalating rapidly. In the past only very small amounts of Fulvic acid had been available for scientific testing. Most of the studies to date have been done on plant cells. In reviewing and evaluating these reports, it is important to bear in mind that leading scientists like Roger J. Williams, recognize and agree with the following fact: "The building

blocks present in the metabolic machinery of human beings are, in the great majority of cases, exactly the same as the building blocks contained in the metabolic machinery of other organisms of extremely different types." Although the majority of research and experimentation that has been done on Fulvic acid is in relation to plants, it is important to realize that human beings have been ingesting Fulvic acid complexes regularly for over 60 years in supplemental form, and for thousands of years from natural food and plant sources.



The new discoveries involving Fulvic acid are very similar in nature to the recent important discoveries of valuable phytochemicals in vegetables that have always existed, but were hitherto unknown. Fulvic acid has always occurred naturally in organic plants and soils, yet its recent discovery and tremendous value is now just beginning to be recognized. As created by nature, organic Fulvic acids are created by soil-based microorganisms ("SBO's") to make minerals and other nutrients assimilable by plants. (The SBO's consume decayed prehistoric plant matter in humate deposits and excrete the substance known as "Fulvic acid", or "Fulvic acids".) The complex photosynthetic reactions - produced in all plants - produce the nutritional components needed for all the various parts of the plants. Mucopolysaccharides (a class of carbohydrates such as starches and cellulose) flow throughout the plant as nourishment and some of this is returned to the roots where the soil-based microorganisms are re-nourished to produce additional Fulvic acid which combines with minerals and other nutrients in the soil to continue the cycle. Fulvic acids are a biologically active mixture of weak aliphatic and aromatic organic acids which are soluble in water and all pH conditions (acidic, neutral, and alkaline). The size of Fulvic acids are smaller (and of lower molecular

weight) than that of Humic acids, with molecular weights which range from approximately 1,500 or less. Fulvic acid is an organic natural electrolyte that can balance and energize biological properties it comes into contact with. An electrolyte is a substance that is soluble in water or other appropriate medium that is capable of conducting electrical current. Each molecule of Fulvic acid contains 14 carbon atoms, 12 hydrogen atoms and 8 oxygen atoms. While linked together, those atoms do not form a long chain. Instead, each molecule of Fulvic acid assumes the shape of a ring which causes it to have not only a strong aromatic quality, but also the high energy properties normally associated with healthy soil.

The power of an electrolyte has been shown in repeated tests on animal cells (giant amoebae), to be able to restore life. When the electrolyte potential was taken away during the test, the cell ruptured and disintegrated into the surrounding fluid causing death. Upon reintroducing electrical potential, the cell reconstructed and became active and healthy.

It was also determined from these same studies, that similar results could be expected of the progressive weakness among humans that results from unchecked hemorrhage, overwhelming emotional stress, uncontrolled infections, unbalanced diet, prolonged loss of sleep, and surgical shock. These examples are all accompanied by a steady decrease in electrical potential that can eventually be reduced to zero at death. These studies show convincingly that the physical well-being of plants, animals, and humans is determined by proper electrical potential.

Fulvic acid has proven to be a powerful organic electrolyte, serving to balance cell life. If the individual cell is restored to its normal chemical balance and thereby in turn its electrical potential, we have given life where death and disintegration would normally occur within plant and animal cells. Fulvic acid has the outstanding ability to accomplish this objective in numerous ways.

Benefits of Fulvic and Humic Acids

Promotes Electrochemical Balance As Donor Or Receptor. Fulvic acid is available at times as an electron donor and at other times as an electron acceptor, based on the cell's requirements for balance. One of the reactions that occurs is always an oxidation reaction in which the chemical species loses electrons as a donor. The other reaction is a reduction in which the active species gains electrons as an acceptor. A recent study of the binding of a donor molecule to Fulvic acid in solution revealed direct evidence for donor-acceptor charge-transfer mechanisms. Trace minerals in the Fulvic acid electrolyte could also be beneficial in this process by serving as electrodes.



One of the most powerful natural free radical scavengers & antioxidants ever known. Free radicals of Fulvic acid behave as electron donors or acceptors, depending upon the need for balance in the situation. Fulvic acid can in the same way take part in oxidation reduction reactions with transition metals. Fulvic acid is especially active in dissolving minerals and metals when in solution with water. The metallic minerals simply dissolve into ionic form, and disappear into the Fulvic structure becoming bio-chemically reactive and mobile. The Fulvic acid actually transforms these minerals and metals into elaborate Fulvic acid molecular complexes that have vastly different characteristics from their previous metallic mineral form.

Fulvic acid also has the unique ability to weather and dissolve silica that it comes into contact with. Fulvic acid enhances the availability of nutrients and makes them more readily absorbable. It also allows minerals to regenerate and prolongs the residence time of essential nutrients. It prepares nutrients to react with cells. It allows nutrients to inter-react with one another, breaking them down into the simplest ionic forms chelated by the Fulvic acid electrolyte. Fulvic acid readily complexes with minerals and metals making them available to plant roots and easily absorbable through cell walls. It makes minerals such as iron, which are not usually very mobile, easily transported through plant structures. Fulvic acids also dissolve and transport vitamins, coenzymes, auxins, hormones, and natural antibiotics that are generally found throughout the soil, making them available. These substances are effective in stimulating even more vigorous and healthy growth. These substances are produced by certain bacteria, fungi, and actinomycetes in decomposing vegetation in the soil. It has been determined that all known vitamins can be present in healthy soil. Plants manufacture many of their own vitamins, yet these from the soil further supplement the plant. Upon ingestion these nutrients are easily absorbed by animals and humans, due to the fact that they are in the perfect natural plant form as nature intends. Fulvic acid can often transport many times its weight in dissolved minerals and elements. Fulvic acid has close association with enzymes and hence catalyzes Enzyme Reactions. It increases activity of enzymes, and especially influences respiratory catalysts. Fulvic acids increase the activity of several enzymes including alkaline phosphates, transaminase, and invertase. A Fulvic acid metal organic complex are of a low molecular weight and thus increases assimilation, and because of this they are also of low molecular size, and are capable of a high degree of penetration into cells. Fulvic acid complexes and chelates are able to readily pass through semi-permeable membranes such as cell walls. Yet it is important to note that it has also been determined that Fulvic

acids not only have the ability to transport nutrients through cell membranes, they also have the ability to sensitize cell membranes and various physiological the membranes and various physiological functions as well.

These soluble sugars increase the pressure of osmosis inside the cell wall and enable plants to withstand wilting. Fulvic acid enhances growth and may stimulate the immune system. An important aspect of Humic substances is related to their sorptive interaction with environmental chemicals and pollutants, either before or after they reach concentrations toxic to living organisms. Radioactive substances react rapidly with Fulvic acid, and only a brief time is required for equilibrium to be reached. All radioactive elements are capable of reacting with Fulvic acid and thus forming organometal complexes of different adsorptive stability and solubility. Dissolves Silica Fulvic acids are especially important because of their ability to complex or chelate metal

ions and interact with silica. It has been shown that these interactions may increase the concentrations of metal ions and silica found in water solutions to levels that are far in excess of their assumed dissolution ability.

Fulvic acid relieves oxygen deficiency and increases the vital activity of cells. Fulvic acids change the pattern of the metabolism of carbohydrates, resulting in an accumulation of soluble sugars.

Fulvic acid stimulates and balances cells, creating optimum growth and replication conditions. Fulvic acid has the ability to complex vitamins into its structure, where they are presented to the cell in combination with complex minerals. In this perfect natural condition, they are able to be catalyzed and utilized by the cell. In absence of adequate trace minerals, vitamins are unable to perform their proper function.

An important aspect of Humic substances is related to their absorptive interaction with environmental chemicals and pollutants, either before or after they reach concentrations toxic to living organisms.

Fulvic acid has the power to form stable water-soluble complexes with monovalent, divalent, trivalent, and polyvalent metal ions. It can aid the actual movement of metal ions that are normally difficult to mobilize or transport. Fulvic acids are excellent natural chelators and cation exchangers.

Human Experiences with Fulvic

Tests were conducted by Dr. W. Schlickewei and five associates at the University Hospital in Freiburg, German, on human patients requiring transplantation or replacement of bone during surgery. The transplantation of bone tissue is required in about 15% of all cases of replacement surgery of the loco motor apparatus, and it is generally applied to reconstitute and repair actual defects in bone.

Human donor tissues have become scarce due to special legal requirements and necessary additional testing because such tissues have a high danger of transmitting the HIV virus and hepatitis. There are also obvious disadvantages to using bone grafts from other areas of the same patient's body because they require a second operation and prolong the length of time in surgery. The only other known substitute source available in large enough quantities for clinical use, was animal bone in the form of inorganic calcium compounds (bovine calcium hydroxyapatite), and although these were well tolerated by the body, they showed no signs of being resorbed.

In this clinical test and previous experiments, Fulvic acid has been shown to activate and stimulate white blood cells, promoting healing, turn inorganic calcium into an organic bio-active cellular regenerative medium conducive to new bone growth, stimulate cellular growth and regeneration, and inhibit the HIV virus.

Remarkable bone regeneration and resorption characteristics were identified when the animal bone patients. The bone implant then became highly osteoconductive, and served the host tissue as a “guideline” for the deposition of newly developing bone tissue. The same transplant procedure without the Fulvic acid showed no signs of regeneration during the course of the experiment.

While on the lookout for a new group of active agents with the ability to promote wound healing, the doctors came across the Humic substances. The doctors said that the bone resorption is most easily explained by the known ability of humate to induce the activation of leucocytes. They said that previous experiments had established that the Humic substances are able to bind to calcium-containing compounds, stimulate granulocytes, and block the infectivity of the HIV virus.



Testimonials of having the following, effectively treated with Fulvic and Humic acids.

<i>Anemia</i>	<i>Cystitis</i>	<i>High Blood Sugar</i>	<i>Chronic Indigestion</i>
<i>Angina</i>	<i>Dermatitis</i>	<i>Migraine Headaches</i>	<i>Chronic Psoriasis</i>
<i>Arteriosclerosis</i>	<i>Diabetes</i>	<i>Multiple Sclerosis</i>	<i>Circulation Problems</i>
<i>Arthritis</i>	<i>Diarrhea</i>	<i>Muscle Cramps</i>	<i>Gout</i>
<i>Burns</i>	<i>Diverticulitis</i>	<i>Nervous Disorders</i>	<i>Heartburn</i>
<i>Blood Clots</i>	<i>Eczema</i>	<i>Nervous Stomach</i>	<i>Hemorrhoids</i>
<i>Bursitis</i>	<i>Edema</i>	<i>Open Sores</i>	<i>Stroke</i>
<i>Cancers</i>	<i>Fractures</i>	<i>Parasite Infection</i>	<i>Toxic Buildup</i>
<i>Chemical Burns</i>	<i>Gall Stones</i>	<i>Shingles</i>	<i>Ulcers</i>
<i>Chronic Fatigue</i>	<i>Gastritis</i>	<i>Sunburn</i>	<i>H.I.V. Virus</i>
<i>Common Colds</i>	<i>High Blood Pressure</i>	<i>Varicose Veins</i>	<i>Hypoglycemia</i>
<i>Colitis</i>	<i>Croup</i>	<i>Yeast Infections</i>	

List of Trace Minerals Found in EarthWater Fulvic And Humic Concentrate - In a lab tests conducted on 28 October 2011 in the course of FDA registration (Reg. # 3006423386) of EarthWater patented Fulvic and Humic concentrate, it was certified that our sample contained 72 trace minerals indispensable for the human body.

Aluminum 11.48 ppm ICP-OES USP	Hafnium 0.026 ppm ICP-MS USP	Rhodium
Antimony	Holmium 0.038 ppm ICP-MS USP	Rubidium 0.728 ppm ICP-MS USP
Barium 0.199 ppm ICP-OES USP	Indium	Ruthenium 0.013 ppm ICP-MS USP

Beryllium	Iodine 0.804 ppm ICP-MS USP	Samarium 0.037 ppm ICP-MS USP
Bismuth 0.087 ppm ICP-OES USP	Iridium	Scandium 0.025 ppm ICP-MS USP
Boron 0.061 ppm ICP-OES USP	Iron 8.11 ppm ICP-OES USP	Selenium
Bromine 0.825 ppm IC	Lanthanum 0.131 ppm ICP-OES USP	Silicon 9.85 ppm ICP-OES USP
Cadmium	Lead 0.021 ppm ICP-MS USP	Silver 1.76 ppm ICP-OES USP
Calcium 591 ppm ICP-OES USP	Lithium 0.039 ppm ICP-OES USP	Sodium 1.17 ppm ICP-OES USP
Carbon 2870 ppm LECO	Lutetium	Strontium 0.75 ppm ICP-OES USP
Cerium 0.036 ppm ICP-MS USP	Magnesium 177 ppm ICP-OES USP	Sulfur 1.39 ppm ICP-OES USP
Cesium	Manganese 0.50 ppm ICP-OES USP	Tantalum 0.021 ppm ICP-MS USP
Chloride 136 ppm	Mercury	Tellurium
Chromium 0.50 ppm ICP-OES USP	Molybdenum 0.055 ppm ICP-OES USP	Terbium
Cobalt 0.057 ppm ICP-OES USP	Neodymium 0.024 ppm ICP-MS USP	Thallium 0.031 ppm ICP-OES USP
Copper 0.82 ppm ICP-OES USP	Nickel 0.037 ppm ICP-OES USP	Thorium
Dysprosium	Niobium	Thulium 0.024 ppm ICP-MS USP
Erbium 0.022 ppm ICP-MS USP	Osmium	Tin
Europium	Palladium	Titanium 1.32 ppm ICP-OES USP
Fluoride 0.487 ppm IC	Phosphorous 3.58 ppm ICP-OES USP	Tungsten
Gadolinium 0.051 ppm ICP-MS USP	Platinum	Vanadium 0.129 ppm ICP-OES USP
Gallium 0.079 ppm ICP-MS USP	Potassium 193 ppm ICP-OES USP	Yttrium 0.047 ppm ICP-OES USP
Germanium	Praseodymium 0.026 ppm ICP-MS USP	Zinc 0.349 ppm ICP-OES USP
Gold	Rhenium	Zirconium 0.262 ppm ICP-OES USP

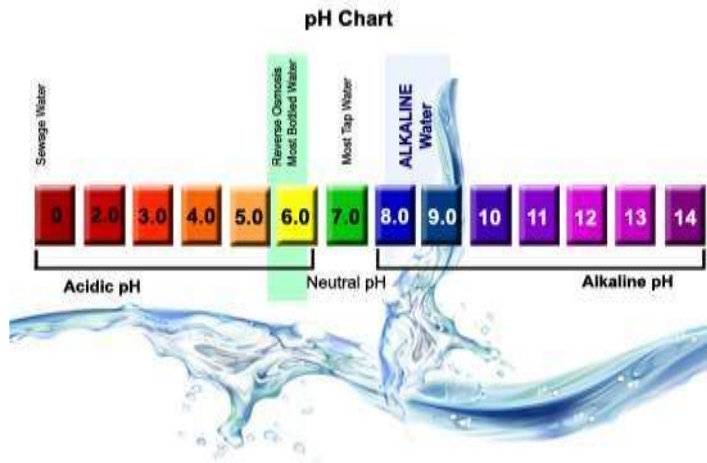
Alkalinity of Earth Water products

Alkaline water is water that's less acidic than regular tap water. This means it is rich in alkalizing compounds, including calcium, silica, potassium, magnesium, and bicarbonate. Many people believe that the typical North American diet contributes to chronic low-grade acidosis – a condition that may be associated with poor health including heart problems, altered hormonal status, and loss of muscle or bone.

Tap water contains different dissolved elements that influence its pH level. Pure water has a pH level close to 7. Alkaline water has a pH above 7. Our bodies do a fantastic job of maintaining blood pH within a tight range. This means that “chronic low-grade acidosis” won't appear on lab reports. But what if those reports are deceptive? Proponents of alkaline water argue that even if your pH levels look fine, your body could be drawing on stored buffers from bone and muscle to maintain pH within the ideal range. The human body is complex. Claiming that everyone

needs to “alkalize” might be an over-simplification. For one thing, each organ system has a unique pH range. And since there are various ways that the body maintains pH balance, if pH is out of whack, it’s important to get to the underlying cause. Without knowing the cause, you can’t determine whether alkaline water will really help you.

EarthWater products not only provide the essential minerals that human body requires but are deprived in their daily diet but also aid our body to maintain pH levels since our products’ pH level averages 8.8. The largest study ever



conducted on the reasons why people live to be 100 - called the Okinawa Centenarian Project - reveals that the longest lived people on earth drink alkaline water and eat alkaline foods? *“The people of Okinawa, Japan regularly live to be 100 - and the water they drink has a pH of 10 - making it alkaline water.”*

Longevity is one of the reported benefits of healthy lifestyle choices like alkaline water that is currently being studied by scientists in the ongoing Centenarian Project. High in Alkalinity, EarthWater products is extremely beneficial for consumers in aiding weight loss and detoxification, maintaining blood pressure, better bone health and high anti-oxidation potential.

Products at Market – SKUs

We live in a world where with every passing year the food we get gives us lesser and lesser amount of nutrition. Our crops grow smaller and are subjected to sprays and fertilizers to rid us of the pests that attack weakened plants. Weakened plants, that cannot get the nutrition out of our mineral depleted farm soil are the beginning of the food chain and as such are incapable of delivering the nutrients we need to live healthy, meaningful lives. While this sounds like science fiction, the science does not lie. Just look at the growth of almost any disease in our society today. Whether it is arthritis, diabetes, skin conditions such as psoriasis, or the many other diseases attributed to a depleted immune system, the percentages of those who are affected are on the increase. The lack of presence of adequate Fulvic and Humic Acid in our soils contributes substantially to our statistics. Using EarthWater’s Fulvic and Humic products can give the consumers a healthier body and mind by enabling a healthier immune system. We all need these ingredients in our diet. Our purpose is to bring the best products available on this planet to the world market place along with and explanation as to why they are required.

Branded under the name of FulHum and Zenful we manufacture different variants of Fulvic and Humic products to cater the need of modern day consumers. Although we started with FulHum and Zenful, using 100% natural purified water, we strive to bring you products that are not Pre-Processed, Canned or Frozen.

ALL NATURAL

No Additives No Chemicals High Alkaline No Colors No Sugars Non-Toxic

FulHum and Zenful have a combination of trace minerals, up to high alkalinity, naturally occurring electrolytes, antioxidant qualities and micronutrients along with some of the richest and purest forms of Fulvic & Humic compounds. Our natural ingredients are over 80 million years old and are derived from compressed marine botanical plants containing all the elements of life.

At EarthWater Limited, our mission is to provide products that infuse valuable micronutrients into your body with our unique, holistic, natural ingredients supported by “Fulvic and Humic compounds”.



FULHUM

i) FulHum (Black) Electrolyte + Mineral Infused Purified Water

FulHum (stands for FULvic and HUMic) is a natural mineral infused water made from 100% natural purified water, with NO additives, NO colors, NO sugars, NO chemicals, and NO artificial ingredients. It has a combination of over 70 trace minerals, a +9pH, naturally occurring electrolytes, antioxidants and micro nutrients along with some of the richest and purest form of Fulvic & Humic compounds. FulHum derives its black color from the Humic compounds which is not present in Zenful.



FulHum replaces trace minerals missing from our modern diets. Doctors and scientists worldwide believe that the lack of trace minerals and co-factors for enzymes in modern diets contribute to chronic and unexplained diseases, such as Alzheimer's, Autism, and autoimmune diseases. Without trace minerals and strong antioxidants like Fulvic acid, the immune system cannot fight off disease or properly utilize the key vitamins and nutrients your body needs.

Modern farming practices create "sick" soil, producing unhealthy plants that provide inadequate nutrition. The long-term effects of chemical fertilizers and over farming have stripped the soil of its nutrients. Our food contains less than half the minerals it did in the 1940s. Even organically grown food can suffer from over-tilling of the soil. Over-tilling degrades the soil's micro environment of trace minerals and beneficial bacteria. FulHum contains minerals mined from a multi-million-year-old preserved deposit and comes in following size and price variants in the market.

FulHum Ready To Drink - 12 Pack Case	Amazon US\$50.00 Network US\$ 48.00
FulHum Sachets Drink Mix – 30 count Carton	Amazon US\$ 89.00 Network US\$ 88.00



ii) FulHum Packet Drink Mix



To cater to the needs of the consumer and provide them the flexibility of drinking the most needed minerals whenever and wherever they are, EarthWater launched the FulHum Packet Drink Mix which contains the FulHum concentrate in it. Although FulHum packets are mostly mixed with water, we are noticing that consumers are mixing these packets with drinks like Tea, Coffee, Protein shakes, etc.

One Packet can be mixed with 20 oz of drink. It comes in an attractive pack of 30 sachets and is priced at **US\$ 89.00**.



FulHum PopTops

EarthWater's proprietary closing cap technology offers a fresh and interactive beverage drinking experience. The pop top keeps active ingredients stored within the cap that can be fitted to any bottled beverage. Pop tops are made in USA and are far eco-friendlier alternative to standard beverage bottling.



elegant case of 30 pieces and is priced at Amazon **US\$ \$89.00** and Network **US\$ 88.00**.

ZENFUL

Zenful is a Zero Calorie 100% naturally flavored electrolyte water infused with Fulvic mineral complexes. It's rich in electrolytes and antioxidants with no artificial sweeteners. Zenful is a healthy and natural way to bring balance back into your life. Zenful contains high grade Fulvic mineral complex harvested from deep within the earth, where the soil is dense with pristine minerals. Fulvic minerals are mother nature's vital ingredient for plant vitality, enhancing hydration, efficient transporting of trace minerals into the cell, catabolizing biochemical processes, and optimizing cellular function. Fulvic minerals are known to have many beneficial qualities.

Zenful urges the consumer to satisfy their thirst with the taste of enlightenment and restore themselves with a fresh infusion of Fulvic trace mineral and tantalizing flavors Jasmine + Blackberry; Chamomile + Hibiscus; Cucumber + Mint; Lemon + Lime + Cilantro, a delightful medley designed to invigorate both body and mind. We believe in using the best of the earth for the good of people. A healthy body and mind is at the heart of this product. Zenful. Any variant of Zenful in 12 pack is priced at **US\$26.00/case only through Amazon.**

Zenful (Clear in Color) was developed to help athletes rehydrate, refresh, and recover after exercise. EarthWater infuses the purest Fulvic mineral complexes along with fruit and plant extracts chosen for their soothing. Zenful is the balance of nutrients, hydration and calming flavor. Enhanced with specially formulated Fulvic mineral complexes, Zenful provides essential natural trace minerals, antioxidants and vital electrolytes the body needs to refresh, rehydrate and recover.

Zenful is calorie free and aromatic—made with natural fruit and plant extracts that are infused for a delicate lingering finish. Our flavor combinations are sure to lead you to a peaceful nirvana of refreshment. Our four variants of clear Fulvic based flavored drinks in the iconic 20-ounce bottle are shown below.



CHAMOMILE AND HIBISCUS

CUMBER AND MINT



JASMINE AND BLACKBERRY

LEMON LIME CILANTRO

OTHERS

Although EarthWater began its business operating in beverage industry, with its core value to serve human health, it continues to explore in the realms of Wellness Industry. As a result of which it offers its consumers allied products which are not just beverages. It seeks to keep no stones unturned to help consumer gain access to all the minerals and vitamins essential for a healthy body functioning.

Adult Gummy-Vites

EarthWater Gummy-Vites makes it easy to eliminate sugar from your multivitamin with our Sugar-Free Adult Gummy-Vites Multivitamins. Each sugar-free gummy delivers an array of nutrients to help support optimal health and boost immunity, including: vitamin C, folic acid, vitamin B12, and zinc. And, each delicious Gummy-vite is easy-to-chew and won't stick to teeth or most dental work. Furthermore, in addition to being sugar-free, each gummy is 100% vegetarian and free of peanuts, soy, and gluten. Not to mention, this gummy is delicious. Each bottle contains 90 Gummy-Vites and is priced on Amazon US\$ 29.99 and in the future, through the Network at US\$ 25.00.

**Trademarks, Patents and FDA Approvals**

A trademark is a brand name. A trademark or service mark includes any word, name, symbol, device, or any combination, used or intended to be used to identify and distinguish the goods/services of one seller or provider from those of others, and to indicate the source of the goods/services. EarthWater's Trademark of FULHUM was duly registered with the United States Patents and Trademarks Office (USPTO) on Feb 24, 2015 and went on uncontested. Application for EarthWater's Trademark of ZENFUL was duly filed with the United States Patents and Trademarks Office (USPTO) on January 28, 2016 (Application number 86889231).

Federal registration of a trademark with the USPTO has several advantages, including a notice to the public of the registrant's claim of ownership of the mark, a legal presumption of ownership nationwide, and the exclusive right to use the mark on or in connection with the goods or services set forth in the registration. Any encroachment upon our proprietary information, including the unauthorized use of our brand name, the use of a similar name by a competing company or a lawsuit initiated either by us or against us for infringement upon proprietary information or improper use of a trademark, may affect our ability to create brand name recognition, cause customer confusion and/or have a detrimental effect on our business due to the cost of defending any potential litigation related to infringement. Litigation or proceedings before the U.S. or International Patent and Trademark Offices may be necessary in the future to enforce our intellectual property rights, to protect our trade secrets and/or to determine the validity and scope of the proprietary rights of others. Any such litigation or adverse proceeding could result in substantial costs and diversion of resources and could seriously harm our business operations and/or results of operations.

Design and Utility Patent Registration

A patent for an invention is the grant of a property right to the inventor, issued by the United States Patent and Trademark Office. Generally, the term of a new patent is 20 years from the date on which the application for the patent was filed in the United States or, in special cases, from the date an earlier related application was filed, subject to the payment of maintenance fees. U.S. patent grants are effective only within the United States, U.S. territories, and U.S. possessions.

The right conferred by the patent grant is, in the language of the statute and of the grant itself, "the right to exclude others from making, using, offering for sale, or selling" the invention in the United States or "importing" the invention into the United States. What is granted is not the right to make, use, offer for sale, sell or import, but the right to exclude others from making, using, offering for sale, selling or importing the invention. Once a patent is issued, the patentee must enforce the patent without aid of the USPTO.

For registration of EW patents in order to gain exclusive rights for commercial use of our Intellectual Property, Fish and Richardson PC, our exclusive legal representatives of all FULHUM IP were appointed who on behalf of EarthWater filed an application with USPTO on 24 June 2014. Our legal representatives have duly complied with all the filing requirements and our application should receive Office action in due time.

EarthWater and Amazon

EarthWater is an exclusive online seller of all of its products. The Company moved away from conventional retail in stores due to heavy costs and shelf space metrics. After complying with the Amazon's rules/guidelines prescribed for the Third-party sellers and additionally for featuring the product as Amazon Exclusives, taking the EarthWater products through the extreme vetting process of Amazon, Earthwater entered into an agreement with Amazon in Q4 2016. This new partnership with Amazon is by far the greatest landmark for EarthWater which has the potential to bridge all the gaps between EarthWater and its customers all around the globe. The collaboration deal with Amazon can be broken down into 3 following Sub-divisions for understanding the partnership of EarthWater and Amazon in its entirety.



Amazon Marketplace

EarthWater joined Amazon Marketplace in the month of September 2016, which is a general e-commerce platform owned and operated by Amazon.com Inc. that enables third-party sellers to sell new offerings on Amazon's fixed-price on-line marketplace alongside Amazon's regular offerings. Using Amazon Marketplace, third-party sellers gain access to Amazon's customer base, and Amazon expands offerings on its site without having to invest in additional inventory.

EarthWater got itself registered in Amazon as a Third-Party Seller and chose to "Sell as a Professional" which costs a flat fee of USD 39.99 per month. During the registration process, EW provided all the key information like, *Business name, Legal Name, Address, Contact Info, Shipment Destination, Bank Account information, Shipment options, details about the Seller, Seller logo/Trademark, return and refund policies etc.*

Once EarthWater completed the registration, it listed all its SKUs in Amazon one at a time either as new products providing the details like *UPC/EAN Number, SKU, Product Title, Production description and Bullet points, Product Images, Search Terms.*

With upload of the EW's listings, EW products go live on the Amazon marketplace; EW could use the Seller Central website to manage all aspects of its selling account like checking for new orders, updating the inventory, monitoring the performance metrics, and much more.



Upon placing an order by the customer, the shipment needs to be made. Items purchased on Amazon from third-party sellers are either Fulfilled By Merchant (FBM) or Fulfilled By Amazon (FBA). FBM goods are kept in the third-party seller's inventory, and shipping and customer service are handled by the third-party merchant. FBA goods are stored in Amazon's fulfillment centers, and shipping and customer service are handled by Amazon. To ensure hassle free shipment procedures, the risk of incurring additional shipping costs, EarthWater opted for FBA. Our analysis showed that the extra benefits of FBA clearly outweighed the costs involved.

FulHum Global Inc - Direct to Consumer – Affiliate & Network Marketing Plan

FulHum Global Inc. (a wholly owned subsidiary of EarthWater Limited) mission is to provide products that infuse valuable micronutrients into your body with pure unique, holistic, natural ingredients supported by “fulvic and humic compounds”.

Specifically, the Company will offer a designer functional beverage with a proprietary, compelling, and innovative product that will achieve rapid global penetration through a network marketing distribution system. The intellectual capital of the Company consists of its team members, who bring an unparalleled degree of experience and knowledge associated with numerous highly-successful products and proprietary manufacturing processes.

In building a direct-sales social marketing distribution model to sell its products globally. The social marketing industry continues to enjoy dramatic growth, and provides opportunities for hundreds of thousands of new independent business owners each year. Sales in the network marketing industry are in excess of \$100 billion a year, with health products being the fastest growing segment. The functional food and beverage category is growing at a 300% annual rate.

Social Marketing sells products by using a network of independent contractors known as distributors as the vehicle; this system enables these distributors to build and manage their sales team from their own home-based business. Many of these independent distributors do so by sponsoring, motivating, supplying, and training others to sell products, while sponsoring additional distributors. Others choose to have their “Upline” do the training and motivating for them, while they sponsor and sell. The distributors' compensation includes their own sales, plus a percentage of the sales of their sales team, known as the downline.

The Earthwater management team possesses all of the key ingredients for success, through their management and leadership experience, their direct sales and marketing accomplishments, their product development and manufacturing expertise, and their international Network Marketing legal capabilities. Our team has “been there” and “done that” over the past 30 years and will continue to be successful in the future. The individuals who have developed and will execute this plan bring both reputation and targeted market experience uniquely suited for success.

FulHum Global intends to develop an affiliate network that could potentially produce \$500,000,000 of annual product sales volume within 5 years. This will be accomplished through the establishment of:

- (1) an active Distributor base of 200,000, each producing an average sales volume of \$300 in goods and services per month; and
- (2) an active Customer base of 500,000, each purchasing an average of \$300 in goods and services per month.

DIRECTORS AND EXECUTIVE OFFICERS

Board of Directors

Directors serve for a term of one year and until their successors have been duly elected and qualified. The following is a description of the business experience of each of our directors and officers. The following is a description of our directors business experience:

C.J. Comu, Founder, Chairman and CEO-

Mr. CJ Comu is a 25-year professional veteran on Wall Street founding and operating five companies (two public) as Founder/Chairman/CEO. He has extensive knowledge and experience in building, funding and operating globally with a track record of over 100 companies he has counselled. Mr. Comu is CEO & Chairman of EarthWater Limited, and Chairman of Regus Advisors, Inc., and sits on boards and mentors. CJ Comu served as former Chairman/CEO of SUN Sports & Entertainment, Inc. a public company and one of the first Bonded and Licensed Producer of MMA in Texas. SUN Sports produced some of the most exciting live events at places like; American Airlines Center, Harrah's Hotel & Casino and Pay-Per-View.

Mr. Comu is a graduate from Langara College in Business Administration and has pursued post-academic studies, in marketing, finance, real estate and law. Mr. Comu is former President of the Addison Rotary Foundation, Former Vice Chairman of Galleria

Credit Union, Charter Member of the Investin Forum. Mr. Comu is an active speaker at Southern Methodist University (SMU) to the Business Graduate Program on Venture Finance and Business Strategies. Mr. Comu has conducted business in 20 countries, speaks several languages and been featured in numerous articles and interviews in Print, Radio and Television. www.cjcomu.com.

H. Buddy Barnes, CFO and Director-

Mr. Barnes is a member of the Board of Directors and an experienced executive team member, playing a strategic role in overall company management. Planning, implementing, managing and controlling all financial-related activities including direct responsibility for accounting, finance, forecasting, strategic planning, job costing, legal, lease management, deal analysis and renegotiations and partnership compliance and private and institutional equity and debt financing.

Buddy is a senior executive officer with over 30 years of experience in Business Finance, serving as a Chief Financial Officer and a key member of the executive team of a public company and VP finance of public and private companies from pre-revenue up to over \$1 billion in annual revenue with international operations and exposure. Recognized as a strategic thought leader with strong negotiating skills and impeccable business acumen and integrity. Managed acquisitions in the technology and high-tech manufacturing area, as well as, the management of M&A transactions on the sell side. Commercial banking background that has aided him in the management of numerous equity, debt and bank credit facilities. Completed the strategic sale of a NASDAQ public company to a subsidiary of a large Japanese electronics company at an 80% premium to market value, in most recent CFO role. Additionally, managed the successful implementation of CRM and ERP systems and has significant experience in sales organizations, management reporting, corporate governance, board development, in addition to investor relations. A graduate of The University of Mississippi with a B.B.A. in Banking and Finance, and also completed the Mid-Management Certification Program at Southern Methodist University's Cox School of Business.

Previous Employment: Crowdfeed Inc. (crowdfeed.co), Pillar Solutions Group LLC., RF Monolithics. Managed Finance, Accounting, Banking relationships, Investor Relations, Strategic Planning, Mergers & Acquisitions, Divestitures, IT, Technology, Telecommunications, SEC Reporting, Manufacturing, International, Public Company and Audit.

Don Frey, Director-

As one of Dallas' most experienced real estate professionals, Don Frey brings a keen knowledge of the industry to the table when working with clients. He started the company, originally The Frey Young Group, in 1986 after creating a powerful reputation for himself at the Henry S. Miller Company (Grubb & Ellis). Don deals in all aspects of real estate, from land brokerage to development, and oversees the vital processes of the industry, such as zoning, financing, and construction to ensure that his clients get what they need to do business successfully. Don is passionate about the commercial real estate industry and is dedicated to serving his clients. Don is a graduate from The University of Mississippi and served as an Officer in the US Army.

Key Members of Management Team

Beth DeGroot, Vice President-

Beth DeGroot serves EarthWater, Ltd.'s National Account Manager and New Corporate Accounts Manager along with Manager of Strategic Development and Operations to ensure Product Manufacturing.

Ms. DeGroot has 25 plus years of experience in Financial Institutions managing new client development, administration and creating and overseeing policies and procedures for efficient operations.

EXECUTIVE COMPENSATION

Each of the Executive Officers, Messrs. Comu and Barnes, have employment agreements providing for annual compensation of \$124,200 and \$110,400, respectively. The agreements provide for termination benefits of two times annual compensation and target bonus upon a change in control as defined in the agreements. The agreements also provide for continuation of medical benefits for 24 months upon a change in control or termination due to disability.

CERTAIN BENEFICIAL OWNERS

The following table sets forth as of December 31, 2018, certain information with respect to the beneficial ownership of the Common Shares of our directors and officers, and our directors and officers as a group.

Name	Shares Beneficially Owned	
	Number	Percent
Regus Advisors Inc. 15455 Dallas Parkway, 6 th Fl. Addison, TX 75001	20,000,000	32.67% (1)
TKY Trust 7651 Francis Road, Suite 11 Richmond, BC V6Y 1A3	2,500,000	4.08% (2)
Don Frey 4050 Frankford Road #508 Dallas, TX 75287	250,000	*(3)
H. Buddy Barnes 6509 Hillswick Drive Plano, TX 75093	500,000	*(4)
Beth DeGroot 13725 Flagstone Lane Dallas, TX 75240	10,000	*(5)
All directors and officers as a group (4 persons)	23,260,000	36.02%

- (1) Regus Advisors Inc., a Wyoming C corporation of which Mr. CJ Comu and Mr. H. Buddy Barnes are executive officers. Shares are subject to a non-dilution agreement in which Regus shall hold no less than 33% of the issued outstanding shares. According, if the maximum offering is subscribed Regus Advisors will be entitled to an additional 3,333,000 shares
- (2) The TKY Trust is a Private Canadian Trust of which Mr. CJ Comu, (currently Chairman of the Board and CEO of EarthWater Limited) is one of the co-beneficiaries of this Trust.
- (3) Less than 1% Beneficial Ownership, Mr. Don Frey is a non-employee Board member of EarthWater Limited.
- (4) Less than 1% Beneficial Ownership, Mr. H. Buddy Barnes, currently Chief Financial Officer and Board member of EarthWater Limited and EWB International Inc.
- (5) Less than 1% Beneficial Ownership, Ms. Beth DeGroot, currently Vice President of EarthWater Limited.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

Except as disclosed below, there have been no transactions or proposed transactions in which the amount involved exceeds the lesser of \$120,000 or one percent of the average of our total assets at year-end for the last two completed fiscal years in which any of our directors, executive officers or beneficial holders of more than 5% of the outstanding shares of our common shares, or any of their respective relatives, spouses, associates or affiliates, has had or will have any direct or material indirect interest.

The Company is party to an advisory agreement dated March 2013 pursuant to which it has engaged Regus Advisors Inc. as its financial advisor. Messrs. Comu and Barnes are executive officers of Regus. Pursuant to this agreement, Regus is entitled to an annual advisory fee of \$150,000. It is also entitled to a success fee on the date of any Financing, Business Combination (as defined in the advisory agreement) or other transaction that originates through introductions of Regus equal to (a) a fixed sum bonus to be determined on mezzanine, equity or debt financing obtained from Regus, (b) a discount of 50% off the published price of any stock purchased in the company, and (c) for any introduction that leads to new business for the company of a 5% royalty on all sales. In addition, the common stock issued to Regus shall represent a minimum of 33% of the outstanding shares; provided the number of additional shares of common stock to be issued to Regus shall be equitably prorated to the extent that Regus holds, the time of the offering less than the full number of shares held by it as of the financing.

DESCRIPTION OF SECURITIES

As of December 31, 2018, there were 64,583,045 common shares outstanding.

The following description of our common shares and provisions of our articles of association and By-laws is only a summary. Investors are directed for a complete description of the terms and provisions of our articles and By-laws, which are exhibits to the Offering Memorandum which contains this Offering Memorandum. We encourage you to review copies of our articles and By-laws.

Voting Rights

Each holder of our common shares is entitled to one vote for each share on all matters submitted to a vote of our shareholders, including the election of our directors. The rights attached to the common shares do not provide for cumulative voting rights or preemptive rights. Accordingly, the holders of a majority of our outstanding common shares entitled to vote in any election of directors can elect all of the directors standing for election, if they should so choose.

Dividend Rights

Subject to limitations under the United Kingdom Companies Act 2006, preferences that may apply to any outstanding shares of preferred stock and contractual restrictions, holders of our common shares are entitled to receive ratably dividends or other distributions when and if declared by the Company's board of directors. Whether any future dividends are paid to our shareholders will depend on decisions that will be made by our board of directors and will depend on then existing conditions, including our financial condition, contractual restrictions, corporate law restrictions, capital requirements and business prospects. Under the Companies, the Company may pay dividends unless there are reasonable grounds for believing that (i) the Company is, or would after such payment be, unable to pay its liabilities as they become due or (ii) the realizable value of the Company's assets would be less than the aggregate of its liabilities and stated capital of all classes of shares.

Anticipated Reorganization of the Company

Subject to receipt of satisfactory tax and legal advice, the Company anticipates reorganizing on a tax-free basis into a Canadian corporation in the second quarter of fiscal 2018 by enacting a (one-for-one) share exchange of like shares in equal ownership amounts for shares in EarthWater International Inc. (a Canadian Corporation), resulting in all shares being held only in a Canadian based entity.

RESALE RESTRICTIONS

The securities offered hereby are "restricted securities" and may be resold only pursuant to registration under the United States Securities Act of 1933, as amended, or an exemption from registration. Certificates representing the securities will bear a restrictive legend and may be transferred only pursuant to registration or upon presentation to the Company in form and substance satisfactory to it that the proposed transfer may be effective without registration. Accordingly, any resale of the Shares must be made in accordance with applicable securities laws which may require re-sales to be made in accordance with prospectus and dealer registration requirements or exemptions from the prospectus and dealer registration requirements. Purchasers are advised to seek legal advice prior to any proposed resale of the Shares.

REPRESENTATIONS OF PURCHASERS

Each investor who purchases Shares will be required to sign a subscription agreement which will contain, among other things, representations and acknowledgements of the investor in favor of the Company. Investors should refer to the terms of the subscription agreement for this purpose. The minimum subscription amount will be for US \$100,000, unless otherwise approved by the Company.

TAXATION

Investors should consult with their own tax advisers with respect to the tax consequences of an investment in the Shares and with respect to the eligibility of the Shares for investment by such investor under relevant US legislation and regulations.

**EARTHWATER LIMITED
SUBSCRIPTION FOR COMMON SHARES**

TO: EARTHWATER LIMITED (the “Corporation”)

AND TO: (“Agent”)

The undersigned (the “Subscriber”), on its own behalf, and, if applicable, on behalf of those for whom the undersigned is contracting hereunder as trustee or agent (a “Beneficial Purchaser”), hereby irrevocably subscribes for and agrees to purchase from the Corporation the number of Common Shares of the Corporation (each a “Common Shares”) set forth below (the “Purchased Common Shares”) at a price of \$0.50 per Common Share, for the aggregate Subscription Price set out below. The Subscriber agrees to be bound by the terms and conditions set forth in the attached “Terms and Conditions of Subscription for Common Shares of EarthWater Limited” including, without limitation, the representations, warranties and covenants set forth in the applicable schedules attached thereto. The Subscriber further agrees that the Corporation and the Agent may rely upon the Subscriber’s representations, warranties and covenants contained in such documents.

SUBSCRIPTION AND SUBSCRIBER INFORMATION

Please print all information (other than signatures), as applicable, in the space provided below

(Name of Subscriber)

Account Reference (if applicable): _____

By: _____
Authorized Signature

(Official Capacity or Title – if the Subscriber is _____)

(Name of individual whose signature appears at name of the subscriber printed above.)

(Subscriber’s Residential Address, including M _____)

(Telephone Number)

Number of Purchased Common Shares: _____ x \$0.50 per Common Share

= Aggregate Subscription Price: _____
(the “Subscription Price”)

If the Subscriber is signing as agent for a Beneficial Purchaser and is not purchasing as trustee or agent for accounts fully managed by it, complete the following:

(Name of Beneficial Purchaser)

(Beneficial Purchaser’s Residential Address)

Registration Instructions:

(Name)

(Account Reference, if applicable)

Delivery Instructions:

(Name)

(Account Reference, if applicable)

(Address)

_____ (Contact Name) _____ (Telephone Number)

(Address, including Postal Code)

Number and kind of securities of the Corporation directly or indirectly owned, controlled, or directed, (if none, write "nil"):

Is the Subscriber or Beneficial Purchase an insider of the Corporation?

Yes ☐ No ☐

If "Yes", describe relationship: _____

**TERMS AND CONDITIONS OF SUBSCRIPTION
FOR COMMON SHARES OF EARTHWATER LIMITED**

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

Whenever used in this Subscription Agreement, unless there is something in the subject matter or context inconsistent therewith, the following words and phrases shall have the respective meanings ascribed to them as follows:

“**Agency Agreement**” has the meaning given to such term in section 6.1(l);

“**Beneficial Purchaser**” has the meaning set out on the face page of this Subscription Agreement;

“**Business Day**” means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in New York are not open for business.

“**Closing**” has the meaning set out in Section 4.1;

“**Closing Date**” has the meaning set out in Section 4.1;

“**Closing Time**” has the meaning set out in Section 4.1;

“**Common Shares**” has the meaning set out on the face page of this Subscription Agreement;

“**Corporation**” means EarthWater Limited and includes any successor corporation to or of the Corporation;

“**insider**” means:

- (a) a director or senior officer of the Corporation,
- (b) a director or senior officer of a company that is itself an insider or subsidiary of the Corporation; or
- (c) a person that beneficially owns or controls, directly or indirectly, voting shares of the Corporation carrying more than 10% of the voting rights attached to all the Corporation’s outstanding voting shares;

“**Offering**” means the offering of up to 10,000,000 Common Shares at \$0.50 per Common Share for aggregate gross proceeds of up to \$5,000,000 pursuant to Subscription Agreements, subject to such additional number of shares as may be determined by the Corporation in its discretion; “**Over Allotment Option**” means the option granted by the Corporation to the Agents to sell up to additional 1,600,000 Common Shares in connection with the Offering, which can be exercised by the Agents until 48 hours prior to the Closing Time;

“**Person**” means any individual (whether acting as an executor, trustee administrator, legal representative or otherwise), corporation, firm, partnership, sole proprietorship, syndicate, joint venture, trustee, trust, unincorporated organization or association, and pronouns have a similar extended meaning;

“**Purchased Common Shares**” has the meaning set out on the face page of this Subscription Agreement;

“**Securities Laws**” means, as applicable, the securities laws, regulations, rules, rulings and orders in the United States and the states of the United States, and the applicable policy statements issued by the securities regulators in the United States and the states of the United States;

“**Share**” has the meaning set out on the face page of this Subscription Agreement;

“**Subscriber**” has the meaning set out on the face page of this Subscription Agreement;

“**Subscription Agreement**” means this subscription agreement (including any schedules hereto) and any instrument amending this Subscription Agreement; “**hereof**”, “**hereto**”, “**hereunder**”, “**herein**” and similar expressions mean and refer to this Subscription Agreement and not to a particular Article or Section; and the expression “**Article**” or “**Section**” followed by a number means and refers to the specified Article or Section of this Subscription Agreement;

“**Subscription Price**” has the meaning set out on the face page of this Subscription Agreement;

“**Term Sheet**” means the term sheet attached as Schedule “A” hereto;

“**United States**” means United States of America;

“**U.S. Person**” has the meaning ascribed thereto under Regulation S of the U.S. Securities Act; and “**U.S. Securities Act**” means the United States *Securities Act of 1933*, as amended.

1.2 Gender and Number

Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and vice versa, and words importing persons shall include firms and corporations.

1.3 Currency

Unless otherwise specified, all dollar amounts in this Subscription Agreement, including the symbol “\$”, are expressed in United States dollars.

1.4 Subdivisions, Headings and Table of Contents

The division of this Subscription Agreement into Articles, Sections, Schedules and other subdivisions, the inclusion of headings and the provision of a table of contents are for convenience of reference only and shall not affect the construction or interpretation of this Subscription Agreement. The headings in this Subscription Agreement are not intended to be full or precise descriptions of the text to which they refer. Unless something in the subject matter or context is inconsistent therewith, references herein to an Article, Section, Subsection, paragraph, clause or Schedule are to the applicable article, section, subsection, paragraph, clause or schedule of this Subscription Agreement.

ARTICLE 2 **SCHEDULES**

2.1 Description of Schedules

The following are the Schedules attached to and incorporated in this Subscription Agreement by reference and deemed to be a part hereof:

Schedule “A”	-	Term Sheet
Schedule “B”	-	Accredited Investor Certificate

ARTICLE 3 **CLOSING**

3.1 Subscription

The Subscriber hereby confirms its irrevocable subscription for and offer to purchase the Purchased Common Shares from the Corporation, on and subject to the terms and conditions set out in this Subscription Agreement, for the Subscription Price which is payable as described in Article 4 hereto.

3.2 Acceptance and Rejection of Subscription by the Corporation

The Subscriber acknowledges and agrees that the Corporation and the Agent reserve the right, in its absolute discretion, to reject this subscription for the Purchased Common Shares, in whole or in part, at any time prior to the Closing Time. If this subscription is rejected in whole, any checks or other forms of payment delivered to the Agent representing the Subscription Price will be promptly returned to the Subscriber without interest or deduction. If this subscription is accepted only in part, a check representing any refund of the Subscription Price for that portion of the subscription for the Purchased Common Shares which is not accepted, will be promptly delivered to the Subscriber without interest or deduction.

**ARTICLE 4
CLOSING**

4.1 Closing

Sale of the Purchased Common Shares and payment of the Subscription Price will be completed (the “Closing”) at the offices of the Corporation’s counsel, EarthWater Limited, 16220 Midway Road , Addison, TX 75001 at 2:00 p.m. (New York time) (the “Closing Time”) with the first closing commencing on or about _____, 2019, or on another date determined by the Corporation in its sole discretion. The Corporation reserves the right to close the Offering in multiple tranches, so that one or more closings may occur as the Corporation may determine (each such dated is referred to herein as the “Closing Date”).

If, prior to the Closing Time, the terms and conditions contained in this Subscription Agreement have been complied with, certificates representing the Purchased Common Shares will be available if requested by the Subscriber for delivery against payment to the Corporation of the Purchase Price in freely transferrable funds. If the Subscriber does not attend the Closing in person to pick up such certificates, then the Corporation will promptly forward such certificates to the Subscriber at the delivery address indicated on the face page hereof.

If, prior to the Closing Time, the terms and conditions contained in this Subscription Agreement (other than delivery by the Corporation to the Subscriber of certificates representing the Purchased Common Shares) have not been complied with to the satisfaction of the Subscriber, the Corporation and the Subscriber will have no further obligations under this Subscription Agreement.

4.2 Conditions of Closing

The Subscriber acknowledges and agrees that the obligations of the Corporation and the Agent hereunder are conditional on the accuracy of the representations and warranties of the Subscriber contained in this Subscription Agreement as of the date of this Subscription Agreement, and as of the Closing Time as if made at and as of the Closing Time, and the fulfillment of the following additional conditions as soon as possible and in any event not later than the Closing Time:

- (a) the Subscriber having properly completed, signed and delivered this Subscription Agreement to:

[Provide]
- (b) the Subscriber having properly completed, signed and delivered Schedule “B”;
- (c) the Subscriber having paid the Subscription Price by certified check, bank draft, or wire transfer in United States dollars payable to the Agent for the Corporation, or as the Corporation, the Agent and the Subscriber may otherwise agree; and
- (d) the Subscriber having delivered any other documents or information required by securities laws that the Corporation and the Agent may request.

**ARTICLE 5
REPRESENTATIONS, WARRANTIES AND COVENANTS
BY THE CORPORATION**

5.1 Representations, Warranties and Covenants of the Corporation

The Corporation hereby covenants and agrees with the Subscriber that the representations and warranties made by the Corporation to the Agent in the Agency Agreement will be true and correct as of the Closing Date. The Subscriber shall be entitled to rely on the representations, warranties and covenants made by the Corporation to the Agent in the Agency Agreement to the extent that they have not been varied, amended, altered or waived, in whole or in part, by the Agent and shall survive the closing of the Offering and shall continue in full force and effect for the benefit of the Subscriber in accordance with the terms of the Agency Agreement. The representations, warranties and covenants made by the Company to the Agent in the Agency Agreement are hereby incorporated by reference such that they form an integral part of this Subscription Agreement.

ARTICLE 6
ACKNOWLEDGEMENTS, COVENANTS, REPRESENTATIONS AND
WARRANTIES OF THE SUBSCRIBER

6.1 Acknowledgements, Covenants, Representations and Warranties of the Subscriber

The Subscriber, on its own behalf and, if applicable, on behalf of others for whom it is acting hereunder, hereby represents and warrants to, and covenants with, the Corporation and the Agent as follows and acknowledges that the Corporation and the Agent are relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) the Subscriber, and each Beneficial Purchaser, if any, is a resident in the jurisdiction set out on the face page of this Subscription Agreement. Such address was not created and is not used solely for the purpose of acquiring the Purchased Common Shares and the Subscriber and any Beneficial Purchaser was solicited to purchase in such jurisdiction;
- (b) the Subscriber has the legal capacity and competence to execute this agreement and to take all actions required pursuant hereto and all necessary approvals by directors, shareholders and members of the Subscriber, or otherwise, have been given to authorize it to execute and deliver this agreement and to take all actions required pursuant hereto;
- (c) the Subscriber has properly completed, executed and delivered within applicable time periods to the Corporation or the Agent, as the case may be the applicable certificate(s) and/or form(s) (dated as of the date hereof) set forth in Schedule "B", and the information contained therein is true and correct;
- (d) the representations, warranties and covenants contained in the Schedules will be true and correct both as of the date of execution of this Subscription Agreement and as of the Closing Time;
- (e) the Subscriber or any person for whom it is acting is a U.S. Person within the meaning of the Regulation S under the U.S. Securities Act;
- (f) neither the Subscriber nor any person for whom it is acting will offer, sell or otherwise dispose of the Purchased Common Shares in the United States or to a U.S. Person unless the Corporation has consented to such offer, sale, or disposition, and such offer, sale, or disposition is made in accordance with an exemption from the registration requirements under the U.S. Securities Act and the securities laws of all applicable states of the United States or in accordance with the registration and prospectus delivery requirements of the U.S. Securities Act;
- (g) the execution and delivery of this Subscription Agreement, the performance and compliance with the terms hereof, the subscription for the Purchased Common Shares and the completion of the transactions described herein by the Subscriber will not result in any material breach of, or be in conflict with or constitute a material default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a material default under any term or provision of the constituting documents, by-laws or resolutions of the Subscriber, the Securities Laws or any other laws applicable to the Subscriber, any agreement to which the Subscriber is a party, or any judgment, decree, order, statute, rule or regulation applicable to the Subscriber;

- (h) the Subscriber is subscribing for the Purchased Common Shares as principal for its own account and not for the benefit of any other person (within the meaning of applicable Securities Laws) and not with a view to the resale or distribution of all or any of the Purchased Common Shares, or if it is not subscribing as principal, it acknowledges that the Corporation and the Agent may be required by law to disclose to certain regulatory authorities the identity of each Beneficial Purchaser for whom the Subscriber is acting;
- (i) in the case of a subscription for the Purchased Common Shares by a Subscriber acting as trustee or agent for a Beneficial Purchaser, the Subscriber is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such subscription on behalf of each such Beneficial Purchaser, each of whom is subscribing as principal for its own account, not for the benefit of any other person and not with a view to the resale or distribution of the Purchased Common Shares, and this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of and constitutes a legal, valid and binding agreement of, such principal, and the Subscriber acknowledges that the Corporation and the Agent may be required by law to disclose the identity of each Beneficial Purchaser for whom the Subscriber is acting;
- (j) in the case of a subscription for the Purchased Common Shares by a Subscriber acting as principal, this Subscription Agreement has been duly authorized, executed and delivered by, and constitutes a legal, valid and binding agreement of, the Subscriber. This Subscription Agreement is enforceable in accordance with its terms against the Subscriber and any Beneficial Purchaser; (k) if the Subscriber is:
 - (i) a corporation, the Subscriber is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all requisite legal and corporate power and authority to execute and deliver this Subscription Agreement, to subscribe for the Purchased Common Shares as contemplated herein and to carry out and perform its obligations under the terms of this Subscription Agreement;
 - (ii) a partnership, syndicate or other form of unincorporated organization, the Subscriber has the necessary legal capacity and authority to execute and deliver this Subscription Agreement and to observe and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof; or
 - (iii) an individual, the Subscriber is of the full age of majority and is legally competent to execute this Subscription Agreement and to observe and perform his or her covenants and obligations hereunder;
- (l) Agent has been appointed by the Corporation to act as the agent of the Corporation to offer the Common Shares under the terms of the Offering on a commercially reasonable efforts agency basis and, in connection therewith, the Corporation and the Agent will enter into, prior to, or as of the Closing Date, an agreement (the “**Agency Agreement**”) pursuant to which the Agent, in connection with the issue and sale of the Common Shares under the terms of the Offering, will receive compensation from the Corporation through a marketing commission. The Subscriber and each Beneficial Purchaser hereby irrevocably authorizes the Agent and any sub-agents to: (a) act as the Subscriber’s representative at the Closing and to execute in the Subscriber’s and each Beneficial Purchaser’s name and on the Subscriber’s and each Beneficial Purchaser’s behalf all closing receipts and documents required; (b) complete or correct any errors or omissions in any form or document provided by the Subscriber, including this Subscription Agreement and the schedules and exhibits hereto; (c) receive on the Subscriber’s and each Beneficial Purchaser’s behalf an ownership statement with respect to the Subscriber’s Common Shares; (d) approve any opinions, certificates or other documents addressed to the Subscriber; (e) exercise any rights of termination contained in the Agency Agreement; and (f) waive, in whole or in part, any representations, warranties, covenants or conditions for the benefit of the Subscriber and each Beneficial Purchaser contained in the Agency Agreement;
- (m) the Agent, or any appointed sub-agents, will receive a commission equal to 10.0% of the gross proceeds of the Brokered Private Placement which shall be paid in cash.

- (n) Agent is acting as agent in this transaction and that all warranties, conditions, representations or stipulations, other than those relating solely to the Agent, whether express or implied and whether arising hereunder or under prior agreement or statement or by statute or at common law are expressly those of the Corporation. The Subscriber and each Beneficial Purchaser acknowledges that no information or representation concerning the Corporation has been provided to the Subscriber and each Beneficial Purchaser by the Corporation or the Agent other than those contained in this Subscription Agreement and the Agency Agreement and that the Subscriber and each Beneficial Purchaser is relying entirely upon this Subscription Agreement and the Agency Agreement for any representations or warranties in relation to the Corporation. Any information given or statement made (other than any information or statement relating solely to the Agent and furnished to the Corporation by the Agent) is given or made without liability or responsibility howsoever arising on the part of the Agent. No person in the employment of, or acting as agent of, the Agent has any authority to make or give any representation or warranty whatsoever in relation to the Corporation, the Common Shares. Any information given or statement made (other than any information or statement relating solely to the Agent and furnished to the Corporation by the Agent) is given or made without liability or responsibility howsoever arising on the part of the Agent, and the Subscriber and each Beneficial Purchaser hereby releases the Agent from any claims that may arise in respect of any such information given or statement made or in respect of this Subscription Agreement or the transaction contemplated hereby. The Subscriber further acknowledges that the Agent: (a) assumes no responsibility or liability of any nature whatsoever for the accuracy or adequacy of the public record of the Corporation or as to whether all information concerning the Corporation required to be disclosed by the Company has been generally disclosed; (b) has not engaged in any independent investigation or verification with respect to any of the information referred to in (a) above or in respect of the transactions contemplated hereby or the Corporation's business, management or financial position; and (c) has not engaged and will not engage in any due diligence whatsoever on behalf of the Purchaser;
- (o) Other than the Agent and any sub-agents appointed by them, if any, there is no person acting or purporting to act in connection with the transactions contemplated herein who is entitled to any brokerage or finder's fee and if any person establishes a claim that any fee or other Common Shares, the Purchaser covenants to indemnify and hold harmless the Company and the Agent with respect thereto and with respect to all costs reasonably incurred in the defense thereof.
- (p) if required by applicable Securities Laws or the Corporation or the Agent, the Subscriber will execute, deliver and file or assist the Corporation or the Agent in filing such reports, undertakings and other documents with respect to the issue of the Purchased Common
Shares as may be required by any securities commission, stock exchange or other regulatory authority;
- (q) the Subscriber covenants and agrees to comply with applicable securities legislation in the United States, and any other relevant securities legislation, rules, regulations, orders, or policies concerning the purchase, holding of, and resale of the securities purchased hereunder;
- (r) the Subscriber, and each Beneficial Purchaser, if any, has been advised to consult its own legal advisors with respect to trading in the Purchased Common Shares and with respect to the resale restrictions imposed by the Securities Laws of the state in which the Subscriber or Beneficial Purchaser resides and other applicable securities laws;
- (s) the Subscriber has received an offering memorandum in connection with the Offering and the Subscriber's decision to subscribe for the Purchased Common Shares was not based upon, and the Subscriber has not relied upon, any verbal or written representations as to facts made by or on behalf of the Corporation or the Agent other than the offering memorandum and this Subscription Agreement;
- (t) no person has made any written or oral representations:
 - (i) that any person will resell or repurchase the Purchased Common Shares or Underlying Securities purchased hereunder;

- (ii) that any person will refund the Subscription Price; or
- (iii) as to the future price or value of the Purchased Common Shares.
- (u) the Subscriber confirms that the Subscriber (and, if the Subscriber is not purchasing as a principal, each Beneficial Purchaser):
 - (i) has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment in the Purchased Common Shares;
 - (ii) is capable of assessing the proposed investment in the Purchased Common Shares as a result of the Subscriber's own experience or as a result of advice received from a person registered under applicable securities legislation;
 - (iii) is aware of the characteristics of the Purchased Common Shares and the risks relating to an investment therein; and
 - (iv) is able to bear the economic risk of loss of its investment in the Purchased Common Shares;
- (v) the subscription for the Purchased Common Shares has not been made through or as a result of, and the distribution of the Purchased Common Shares is not being accompanied by any advertisement, including without limitation in printed public media, radio, television or telecommunications, including electronic display, or as part of a general solicitation; and
- (w) the Subscriber shall promptly provide evidence of the foregoing representations and warranties at any time or times as the Corporation or the Agent reasonably requires.

6.2 Acknowledgements and Covenants of the Subscriber

The Subscriber, on its own behalf and, if applicable, on behalf of others for whom it is acting hereunder, acknowledges, covenants, and agrees as follows:

- (a) the Subscriber has received a copy of the Term Sheet setting out the principal terms of the Offering;
- (b) no securities commission, agency, governmental authority, regulatory body, stock exchange or other regulatory body has reviewed or passed on the merits of the Common Shares;
- (c) the Purchased Common Shares shall be subject to statutory resale restrictions under the Securities Laws of the state in which the Subscriber resides and under other applicable securities laws, and the Subscriber covenants that it will not resell the Purchased Common Shares except in compliance with such laws and the Subscriber acknowledges that it is solely responsible (and neither the Corporation nor the Agent are in any way responsible) for such compliance;
- (d) the Subscriber's ability to transfer the Purchased Common Shares is limited by, among other things, applicable Securities Laws.
- (e) the certificates representing the Purchased Common Shares will bear, as of the Closing Date, legends substantially in the following form and with the necessary information inserted:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OR UNDER ANY STATE SECURITIES LAWS, AND THE SECURITIES REPRESENTED HEREBY MAY BE OFFERED, SOLD, HEDGED, OR OTHERWISE TRANSFERRED ONLY (A) TO EARTHWATER LIMITED, (B) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 OR 144A UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, AND IN COMPLIANCE WITH APPLICABLE U.S. STATE SECURITIES LAWS, OR (C) PURSUANT TO ANOTHER EXEMPTION FROM REGISTRATION UNDER U.S. SECURITIES

LAWS, PROVIDED THAT AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO EARTHWATER LIMITED IS PROVIDED TO THE EFFECT THAT SUCH TRANSFER DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS.”

provided, that, if any such Purchased Common Shares are being sold pursuant to Rule 144 of the U.S. Securities Act or a transaction that does not require registration under the U.S. Securities Act or applicable state securities laws, the legend may be removed by delivery to the registrar and transfer agent of the Corporation of an opinion of counsel, of recognized standing reasonably satisfactory to the Corporation, to the effect that such legend is no longer required under applicable requirements of the U.S. Securities Act;

- (f) the Subscriber and each Beneficial Purchaser, shall execute, deliver, file and otherwise assist the Corporation and with filing all documentation required by the applicable Securities Laws to permit the subscription for and issuance of the Purchased Common Shares and Underlying Securities;
- (g) the Corporation and the Agent are relying on the representations, warranties and covenants contained herein and in the applicable Schedules attached hereto to determine the Subscriber's eligibility to subscribe for the Purchased Common Shares under applicable Securities Laws and the Subscriber agrees to indemnify the Corporation and the Agent, and each of their respective directors and officers against all losses, claims, costs, expenses, damages or liabilities which any of them may suffer or incur as a result of or arising from reliance thereon. The Subscriber undertakes to immediately notify the Corporation and the Agent of any change in any statement or other information relating to the Subscriber set forth in such applicable Schedules which takes place prior to the Closing Time;
- (h) the Corporation and the Agent are relying on an exemption from the requirement to provide the Subscriber with a prospectus under the Securities Laws and, as a consequence of acquiring the Purchased Common Shares pursuant to such exemption, certain protections, rights and remedies provided by the Securities Laws, including statutory rights of rescission or damages, will not be available to the Subscriber;
- (i) the Purchased Common Shares are being offered pursuant to exemptions from the registration requirements of under the U.S. Securities Act and outside the United States pursuant to the exclusion from the registration requirements of the U.S. Securities Act pursuant to Regulation S promulgated thereunder. Neither the Purchased Common Shares nor the Underlying Securities have been and neither will be registered under the U.S. Securities Act and may not be offered or sold in the United States or to U.S. Persons unless registered under such act or an exemption from the registration requirements of such act is available;
- (j) the Subscriber, and each Beneficial Purchaser, if any, is responsible for obtaining such legal and tax advice as it considers appropriate in connection with the execution, delivery and performance of this Subscription Agreement and the transactions contemplated hereby;
- (k) legal counsel retained by the Corporation is acting as counsel to the Corporation and legal counsel retained by the Agent is acting as counsel to the Agent and neither are acting as counsel to the Subscriber and the Subscriber may not rely on such counsel in any respect. The Subscriber should obtain independent legal advice with respect to the investment in the Purchased Common Shares. The Subscriber and, if applicable, any Beneficial Purchaser, have been advised to consult their own legal advisors with respect to trading in the Common Shares and with respect to the resale restrictions imposed by the securities laws in the jurisdiction in which the Subscriber resides and any Beneficial Purchaser for whom it is acting, and acknowledges that no representation has been made respecting the applicable hold periods imposed by any applicable securities laws or other resale restrictions applicable to such securities which restrict the ability of the Subscriber and any Beneficial Purchaser to resell such securities, that the Subscriber and any Beneficial Purchaser for whom it is acting is solely responsible to find out what these restrictions are and the Subscriber is solely responsible (and the neither Corporation nor the Agent are in any way responsible) for compliance with applicable resale restrictions, and the Subscriber is aware that it and any Beneficial Purchaser may not be able

to resell such securities except in accordance with limited exemptions under United States securities laws and other applicable securities laws;

- (l) there is no government or other insurance covering the Purchased Common Shares;
- (m) the Corporation may increase the maximum offering size in its sole discretion;
- (n) there are risks associated with the purchase of the Purchased Common Shares, and the Subscriber it has had access to such information concerning the Corporation as it has considered necessary in connection with its investment decisions to invest in the Purchased Common Shares;
- (o) the Subscriber has had an opportunity to ask questions of and receive answers from the Corporation, or a person or person acting on the Corporation's behalf, concerning the terms and conditions of an investment in the Purchased Common Shares and the business and affairs of the Corporation, and all such questions have been answered to the full satisfaction of the Subscriber; and
- (p) the Subscriber has not received, nor does it expect to receive any financial assistance from the Corporation, directly or indirectly, in respect of the Subscriber's purchase of the Purchased Common Shares.
- (q) Neither the Agent, nor the Corporation, nor any of their respective affiliates, related entities and associates, or any persons acting on its or their behalf, will in any circumstances be liable to the Subscriber under, or arising out of or in any way connected with this Subscription Agreement for any indirect or consequential loss or damage whether arising in contract or tort (including for negligence or statutory duty);
- (r) the Corporation's counsel, J.P. Galda & Co., assumes no responsibility or liability of any nature whatsoever for the accuracy or adequacy of the public record or as to whether all information concerning the Corporation required to be disclosed by the Corporation has been generally disclosed;
- (s) the Agent is not acting as financial or investment advisor to the Subscriber or as agents of the Subscriber, except as set out in Section 6.1(l) of this Subscription Agreement, and insofar as is necessary at Closing to facilitate payment for the Common Shares to the Corporation on behalf of the Subscriber and to accept and deliver the evidence of the Underlying Securities to the Subscriber after Closing and;
- (t) the Subscriber, and each Beneficial Purchaser, if any, is not relying upon the Agent to conduct any due diligence investigation on behalf of the Subscriber, or any beneficial purchaser for whom it is contracting hereunder, concerning the Offering or the Corporation's business, management, financial position, condition or prospects.

6.3 Reliance on Representations, Warranties, Covenants and Acknowledgements

The Subscriber acknowledges and agrees that the representations, warranties, covenants and acknowledgements made by the Subscriber in this Subscription Agreement are made with the intention that they may be relied upon by the Corporation and the Agent and their respective counsel and in determining the Subscriber's eligibility (and, if applicable, the eligibility of others for whom the Subscriber is contracting hereunder) to purchase the Purchased Common Shares under the Securities Laws. The Subscriber further agrees that by accepting the Purchased Common Shares, as the case may be, the Subscriber shall be representing and warranting that such representations, warranties, acknowledgements and covenants are true as at the Closing Time with the same force and effect as if they had been made by the Subscriber at the Closing Time and that they shall survive the purchase by the Subscriber of the Purchased Common Shares and shall continue in full force and effect notwithstanding any subsequent disposition by the Subscriber of any of the Purchased Common Shares.

ARTICLE 7

SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 Survival of Representations, Warranties and Covenants of the Corporation

The representations, warranties and covenants of the Corporation contained in this Subscription Agreement shall survive the Closing and, notwithstanding such Closing or any investigation made by or on behalf of the Subscriber with respect thereto, shall continue in full force and effect for the benefit of the Subscriber.

7.2 Survival of Representations, Warranties and Covenants of the Subscriber

The representations, warranties and covenants of the Subscriber contained in this Subscription Agreement shall survive the Closing and, notwithstanding such Closing or any investigation made by or on behalf of the Corporation with respect thereto, shall continue in full force and effect for the benefit of the Corporation.

**ARTICLE 8
COLLECTION OF PERSONAL INFORMATION**

8.1 Collection of Personal Information

The Subscriber (on its own behalf and, if applicable, on behalf of any person for whose benefit the Subscriber is subscribing) acknowledges and consents to the fact the Corporation is collecting the Subscriber's (and any Beneficial Purchaser's) personal information for the purpose of completing the Subscriber's subscription. The Subscriber (on its own behalf and, if applicable, on behalf of any person for whose benefit the Subscriber is subscribing) acknowledges and consents to the Corporation retaining the personal information for as long as permitted or required by applicable law or business practices. The Subscriber (on its own behalf and, if applicable, on behalf of any person for whose benefit the Subscriber is subscribing) further acknowledges and consents to the fact the Corporation may be required by applicable Securities Laws to provide regulatory authorities any personal information provided by the Subscriber respecting itself (and any Beneficial Purchaser). The Subscriber represents and warrants that it has the authority to provide the consents and acknowledgements set out in this paragraph on behalf of all Beneficial Purchasers.

**ARTICLE 9
GENERAL**

9.1 Further Assurances

Each of the parties hereto upon the request of each of the other parties hereto, whether before or after the Closing Time, shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be necessary or desirable to complete the transactions contemplated herein.

9.2 Notices

- (a) Any notice, document or other communication required or permitted by this agreement to be given by a party hereto shall be in writing and is sufficiently given if delivered personally, or if sent by prepaid ordinary mail posted or if transmitted by any form of recorded telecommunication tested prior to transmission, to such party addressed to such party as follows:

- (i) if to the Corporation, to:

EarthWater Limited
16220 Midway Road
Addison TX 75001
Tel: 469.802.6266
Email: accounting@earthwater.com

- (ii) in the case of notice to the Subscriber, to the Subscriber's residential address as set forth on the face page to this Subscription Agreement.

- (b) Any such notice, direction or other instrument, if delivered personally, shall be deemed to have been given and received on the day on which it was delivered, provided that if such day is not a Business Day then the notice, direction or other instrument shall be deemed to have been given and received on the first Business Day next following such day and if transmitted by fax, shall be deemed to have been given and received on the day of its transmission, provided that if such day is not a Business Day or if it is transmitted or received after the end of normal business hours then the notice, direction or other instrument shall be deemed to have been given and received on the first Business Day next following the day of such transmission.
- (c) Any party hereto may change its address for service from time to time by notice given to each of the other parties hereto in accordance with the foregoing provisions.

9.3 Time of the Essence

Time shall in all respects be of the essence of this Agreement.

9.4 Applicable Law

This Subscription Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the state of Texas and the laws of the United States applicable therein. Any and all disputes arising under this Subscription Agreement, whether as to interpretation, performance or otherwise, shall be subject to the non-exclusive jurisdiction of the courts of the state of Texas and each of the parties hereto hereby irrevocably attorns to the jurisdiction of the courts of such state.

9.5 Entire Agreement

This Subscription Agreement, including the Schedules hereto, constitutes the entire agreement between the parties with respect to the transactions contemplated herein and cancels and supersedes any prior understandings, agreements, negotiations and discussions between the parties. There are no representations, warranties, terms, conditions, undertakings or collateral agreements or understandings, express or implied, between the parties hereto other than those expressly set forth in this Subscription Agreement or in any such agreement, certificate, affidavit, statutory declaration or other document as aforesaid. This Subscription Agreement may not be amended or modified in any respect except by written instrument executed by each of the parties hereto.

9.6 Costs and Expenses

All costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with this Subscription Agreement and the transactions herein contemplated shall be paid and borne by the party incurring such costs and expenses.

9.7 Counterparts

This Subscription Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same Subscription Agreement. Counterparts may be delivered either in original or faxed form and the parties adopt any signature received by a receiving fax machine as original signatures of the parties.

9.8 Assignment

This Subscription Agreement may not be assigned by either party except with the prior written consent of the other parties hereto.

9.9 Inurement

This Subscription Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors (including any successor by reason of the amalgamation or merger of any party), administrators and permitted assigns.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

The Corporation hereby accepts the subscription for Shares as set forth on the face page of this Subscription Agreement and the Corporation represents and warrants to the Subscriber that the representations and warranties made by the Corporation to the Agent in the Agency Agreement (defined herein) are true and correct in all material respects as of the Closing Date and that the Subscriber is entitled to rely thereon and on the terms, conditions and covenants contained in the Agency Agreement (save and except as waived by the Agent) as if the Subscriber were a party thereto and such representations and warranties were made to, and inserted for the benefit of, the Subscriber.

Dated this _____ day of _____, 2019.

EARTHWATER LIMITED

Per:

Authorized Signing Officer

SCHEDULE “B”**ACCREDITED INVESTOR CERTIFICATE**

The undersigned Purchaser hereby certifies that it is an “accredited investor” as that term is defined in Rule 501 under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”). The specific category(s) of institutional accredited investor applicable to the undersigned is checked below.

ALL REFERENCES TO DOLLAR AMOUNTS IN THIS SCHEDULE B ARE TO THE LAWFUL CURRENCY OF THE UNITED STATES.

If you are an accredited entity, please initial whichever of the following is applicable to you:

_____	(a)	a bank as defined in Section 3(a)(2) of the U.S. Securities Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; any broker dealer registered pursuant to Section 15 of the U.S. Securities Exchange Act of 1934; an insurance company as defined in Section 2(a)(13) of the U.S. Securities Act; an investment company registered under the Investment Company Act of 1940 (the “ 1940 Act ”) or a business development company as defined in Section 2(a)(48) of the 1940 Act; a small business investment company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; a plan established and maintained by a state, its political subdivisions, or an agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974 (“ ERISA ”), if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
_____	(b)	a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;
_____	(c)	an organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the Common Shares, with total assets in excess of \$5,000,000; or
_____	(d)	a trust, with total assets in excess of \$10,000,000 not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person, being defined as a

		person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the prospective investment.
_____	(e)	<p>if none of the above statements is applicable, the undersigned corporation or partnership certifies that it is an “accredited investor” because each of its shareholders or partners meets at least one of the following conditions:</p> <p>(i) The shareholder or partner is a natural person whose individual net worth or joint net worth with his spouse exceeds \$1,000,000;</p> <p>(ii) The shareholder or partner is a natural person who had an individual income in excess of \$200,000 or joint income with his spouse in excess of \$300,000 in the previous two calendar years and who reasonably expects to have an individual income in excess of \$200,000 or joint income with his spouse in excess of \$300,000 for the current calendar year;</p> <p>(iii) The shareholder or partner is a corporation, partnership, trust or other entity which meets the description of at least one of the organizations specified in (a) – (d) above.</p>

IN WITNESS WHEREOF, the undersigned has executed this Institutional Accredited Investor Certificate this _____ day of _____, 2019.

Signature

Printed Name